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**PLANNING COMMISSION**  
**MEETING NOTICE AND AGENDA**

**Tuesday, August 5, 2008 - 7:00 p.m.**

Rockledge City Hall, 1600 Huntington Lane, Rockledge Florida 32955

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***EVERY PERSON ADDRESSING THE PLANNING COMMISSION  
MUST COMPLETE A SPEAKER'S CARD***

The cards are located near the door of the Council Chamber.  
Completed cards are to be given to the Recording Secretary  
before the meeting convenes or prior to the introduction of a particular agenda item.

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1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF MINUTES & ATTENDANCE RECORD  
Meeting of July 1st, 2008
4. PUBLIC HEARINGS
  - A. Comprehensive Plan Amendment #CPA-08-02  
Owner: Michael and Christine Richardson  
Location: Two lots on the Southwest side of Riomar Dr
5. SITE PLANS
6. UNFINISHED BUSINESS
  - A. Compatibility and Consistency Review, Ordinance No. 1488-2008,  
Planning Districts 4 and 8) TABLED
7. NEW BUSINESS
  - A. School Board Inter-local agreement—Local Planning Agency Review
  - B. Public Schools Facility Element
8. ADJOURN



ANY PERSON WHO DESIRES TO APPEAL ANY DECISION MADE BY THE  
ROCKLEDGE PLANNING COMMISSION WILL NEED TO ENSURE  
THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE,  
WHICH RECORD INCLUDES TESTIMONY AND EVIDENCE  
UPON WHICH THE APPEAL IS TO BE BASED.

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## ROCKLEDGE PLANNING COMMISSION MEETING MINUTES

Tuesday, July 1, 2008 - 7:00 p.m.

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### 1. CALL TO ORDER

The Rockledge Planning Commission met on July 1, 2008, at 7:00 p.m. in the Council Chamber at Rockledge City Hall, 1600 Huntington Lane, Rockledge, Florida.

MEMBERS PRESENT: Paul Grossman, Chairman  
Mary Jo Bray, Vice Chairman  
Bob Barrett  
Dave Copp  
Pat O'Neill  
Troy Rice

MEMBERS ABSENT: Keith Brockhouse (excused)  
Ed Newell (excused)  
Kimberly Prosser (unexcused)  
Michelle Doyle, Non-voting School Board  
Representative (unexcused)

STAFF PRESENT: Don Griffin, City Planning Director  
Alix Townsend, Planning Intern  
Maddie Curtis, Recording Secretary

With a quorum present, the meeting was called to order by Paul Grossman, Chairman.

### 2. PLEDGE OF ALLEGIANCE

### 3. APPROVAL OF MINUTES & ATTENDANCE RECORD

Meeting of June 3, 2008

Motion by Mary Jo Bray to approve the Minutes and Attendance Record of the meeting of June 3, 2008. Seconded by Troy Rice. All in favor. Motion carried.

### 4. PUBLIC HEARINGS

#### A. ZDA-08-13

Owner: Dorothy Alexander

Agent: John Brower

Location: 923 Dove Avenue

Don Griffin, City Planning Director, reported this is a rezoning request for 0.14 acres at 923 Dove Avenue. The Owner, through its agent, John Brower, is requesting a change from MH (Mobile Home) to RMU (Redevelopment Mixed Use) within Planning District 5. The change to the new zoning designation would be compatible with the current land use designation.

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The Public Hearing was opened and no one came forward and the Public Hearing was closed.

**Motion by Pat O'Neill to approve ZDA-08-13 zoning classification change from MH to RMU and forward this recommendation to City Council for their consideration. Motion was seconded by Mary Jo Bray. All in favor. Motion carries.**

**B. ZDA-08-14**

Owner: Community Bank of the South

Location: 1902 Fiske Boulevard

Don Griffin, City Planning Director, reported this is a rezoning request for 0.49 acres at 1902 Fiske Boulevard. The Owner is requesting a change from P1 (Professional District) and MH (Mobile Home) to RMU (Redevelopment Mixed Use) within Planning District 5. The change to the new zoning designation would be compatible with the current land use designation.

The Public Hearing was opened and no one came forward and the Public Hearing was closed.

Discussion followed regarding the consistency and compatibility of the proposed zoning change as compared to surrounding properties as well as the use of the property.

**Motion by Troy Rice to approve ZDA-08-14 zoning classification change from P1 and MH to RMU and forward this recommendation to City Council for their consideration. Motion was seconded by Dave Copp. All in favor. Motion carries.**

**5. SITE PLANS**

None

**6. UNFINISHED BUSINESS**

None

**7. NEW BUSINESS**

**A. Compatibility and Consistency Review, Ordinance No. 1488-2008 (Planning Districts 4 and 8)**

Don Griffin, Planning Director, stated that Rockledge City Council took action on March 19, 2008 and passed an emergency ordinance 1488-2008, which placed a temporary moratorium on development having density higher than 3 units per acre in Planning Districts 4 and 8. City Council wants to ensure that severe compatibility and consistency tests are clearly defined and with that definition the city establish buffering regulations between differing uses. The Citizens Advisory Committee discussed this issue on two separate occasions and has recommended that the Planning Commission come up with a more concise definition of severe compatibility, and a more streamlined procedure to determine severe compatibility for future use.

Planning District 4 encompasses properties directly West of Fiske Boulevard and Mr. Griffin listed the different projects in that particular planning district. While researching

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this issue, it was decided to look at compatibility factors for all planning districts instead of addressing just Planning District 4 and 8.

Lawanadales Planning Affiliates, Inc.'s information on compatibility was discussed. Mr. Griffin explained the approach taken by staff to address these concerns by looking at compatibility and consistency through the use of aesthetic, land use, street layout, buffering, scale and more. Briefly addressed was The Bert J. Harris, Jr. Private Property Rights Protection Act as it pertained to this moratorium.

Mr. Griffin stated he had received comments from Commission members on the compatibility fact sheet that was supplied in the agenda package, and Mr. Griffin incorporated said comments and handed out a revised copy, in a strike-through underline format. Discussion ensued regarding the revised compatibility fact sheet and during discussion, he reminded the Commission that no one else within the United States has a good handle on compatibility and consistency definitions and no one in Florida uses anything similar to what is being proposed. The idea behind this proposed document is to create a quantitative way to measure compatibility, in order to clearly layout what mitigation measures, if any, would be done to meet severe compatibility and consistency tests.

Kendall Moore, 1290 Federal Highway, Rockledge, FL 32955, stated he represents Rockledge Villas and they have expressed interest in this type of change to the comprehensive plan because of possible affects on their property in the future. He addressed the letter that is in the agenda from Todd Peetz, which suggests text amendment to Planning District 4. He also reiterated that there are currently no standards to measure compatibility.

Mike Minot 319 Riveredge Boulevard, Cocoa, FL 32922, stated he represents concerned citizens who live in Country Club Estates area, in Planning District 4. His conjecture is that soft words, such as 'may allow', were used for future development when the codes were written and adopted over 20 years ago. Therefore, the City needs to look at the language of the current codes instead of creating an untested new system of measure.

Douglas Beam, 25 West New Haven Avenue, Suite C, Melbourne, FL 32901, stated he represents the Fair Housing Continuum. HUD, who has interest in affordable housing as part of the process for this compatibility issue.

Samuel Bookhardt, III, 1980 Michigan Avenue, Cocoa, FL 32922, stated he represents Westport Development. He expressed his client's interest in this topic due to the possible legal action against the city in the future.

**Motion by Troy Rice to table Compatibility and Consistency Review, Ordinance 1488-2008 to provide additional time for the Commission to review the revised compatibility fact sheet provided, as well as to allow staff time to prepare hypothetical situations that would utilize the compatibility fact sheet. In addition, allowing time for the City Attorney to review language of the proposed Comprehensive Plan, proposed by staff and Legg and Miller. Motion was seconded by Pat O'Neill. All in favor. Motion carries.**

8. ADJOURN

There being no further business, the meeting was adjourned at 9:06 p.m.

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Submitted by:

\_\_\_\_\_  
Recording Secretary

Approved by:

\_\_\_\_\_  
Planning Commission Chairman

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# STAFF REPORT FOR AUGUST 5, 2008 PLANNING COMMISSION MEETING

1. CPA 08-02 Michael and Christine Richardson  
Small Scale Comprehensive Plan Amendment from County  
IU to City of Rockledge IP.

## Compatibility and Consistency Review:

Prepared Comprehensive Plan Text change  
Prepared a sample review of a property along Murrell, north of the Hess Station,  
showed points established and mitigation plan proposed  
Need direction on how to treat 100 foot Rights-of-way  
Need direction on how to treat drainage easements

## School Board Interlocal Agreement

- Department of Education, (D.O.E.), changed all the rules that the Brevard County School Board was using to count student stations, which required a rewrite of the Interlocal Agreement. Enclosed you have a new agreement in an underline/strikethrough format. They tried to incorporate all the Cities proposed changes, but kept them general so they would apply to all cities and the county.
- Interlocal agreement was reviewed by the Capital Outlay Committee, as defined in the agreement, and approved to go forward to each city and the County for approval.

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City of Rockledge

**APPLICATION FOR  
COMPREHENSIVE LAND USE PLAN AMENDMENT**

CPA

(Please type or print clearly in blue or black ink)

To be completed by City Staff:

Application No. CPA- 08-02

Date Submitted: 2-28-08

**Section 1. APPLICANT / PROPERTY OWNER(S) / AGENT INFORMATION.**

Name of Property Owner(s) Michael & Christine Richardson  
Residence Address 1359 Nelson Court  
City, State, Zip Rockledge, FL 32955  
Mailing Address same as above  
City, State, Zip —  
Telephone Number (321) 631-4199 Fax No. —  
Email Address mike.richardson@guest.com

Name of Agent, if any —  
Mailing Address —  
City, State, Zip —  
Telephone Number — Fax No. —  
Email Address —

**Section 2. PROPERTY INFORMATION.**

Physical Address of Property 4070 4080 Roman Drive, Rockledge  
or, if not available, provide a general location (Example: NW corner of "A" and "B" Streets)

Legal Description of Property: Lot: 445 Block: — PB/PG: 37 / 24  
Subdivision: Rockledge III  
or TOWNSHIP: 25 RANGE: 36 SECTION: 23 PARCEL #: —

Parcel ID No. (assigned by Brevard County): 25-36-23-50-00000.0-0004.00  
25-36-23-50-00000.0-0005.00

**Section 3. CURRENT LAND USE CLASSIFICATION.**

Identify the current land use established by the City of Rockledge and note if a special classification or specified conditions exist. If the current classification is established by Brevard County, identify that designation, along with any special classification with specified conditions or conditional use, and provide a Brevard County Land Use Map and copy of definition of uses allowed.

I-u (light industrial  
use)

Section 4. REQUESTED LAND USE CLASSIFICATION.

Indicate the requested land use classification and the planning district in which it is to be included.

remains the same  
Industrial

Section 5. SIGNATURES OF OWNERS AND/OR AGENTS.

Sign Name (Property Owner): Michael Richardson

Print Name (Property Owner): Michael Richardson

Sign Name (Property Owner): Christine Richardson

Print Name (Property Owner): Christine Richardson

Sign Name (Agent): \_\_\_\_\_

Print Name (Agent): \_\_\_\_\_

Section 6. ATTACHMENTS AND EXHIBITS.

The following documents must be included when submitting the application package:

As to Section 1.

- A copy of the recorded deed or other legal instrument indicating proof of ownership
- If an agent is listed, a notarized letter or statement of authorization from the property owner(s) authorizing the agent to represent the owner(s) in connection with this application, OR a recorded Power of Attorney, Personal Representative Deed, Trustee Agreement, etc., in the agent's name.

As to Section 2.

- Legal description of the property. If described in metes and bounds, provide the description in hard copy and electronic format (Microsoft Word is preferred).
- Brevard County Property Appraiser's Map reflecting the boundaries of the subject property and indicating properties within a five hundred foot (500') radius of the subject property. The map must be scaled at 1"=200'.
  - A list of the names and addresses of all property owners within the 500' radius of the subject property. The list must correlate numerically with the map.
  - Mailing labels containing the names and addresses of those property owners within the 500' radius of the subject property, as in the previous item.

As to Application.

- Completed Development Fact Sheet provided with the Application Form
- A check payable to the City of Rockledge for filing fees, the amount determined as set out below:
  - Small Scale Comprehensive Plan Amendment = \$1,500.00
  - Regular Scale Comprehensive Plan Amendment = \$2,500.00
  - Separate Comprehensive Plan Amendments proposed by two or more applicants, combined and processed as a single application = \$2,500.00.

The amount represents the filing fee associated with the request, and includes the cost of legal advertising, document recording, etc. In the event that the costs exceed the fee amount, the applicant will be responsible to pay the difference.

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DEVELOPMENT FACT SHEET

APPLICANT / OWNER NAME: Michael + Christine Richardson  
CPA Application Number assigned by City Staff: \_\_\_\_\_

Section 1. PROPERTY INFORMATION.

Physical Address of Property 4070, 4080 Ridman Drive, Rockledge  
or, if not available, provide a general location (e.g., NW corner of "A" and "B" Streets)

Size of Property in Acreage 3.21 acres

Section 2. REQUESTED LAND USE CLASSIFICATION

remains the same

Section 3. CURRENT ZONING AND LAND USE DESIGNATIONS.

ZONING:

Subject Site I-U  
North I-U  
South I-U  
East I-U  
West \_\_\_\_\_

LAND USE (shown on Future Land Use Map)

Subject Site \_\_\_\_\_  
North \_\_\_\_\_  
South \_\_\_\_\_  
East \_\_\_\_\_  
West \_\_\_\_\_

Section 4. NATURAL FEATURES.

Soil \_\_\_\_\_  
Topography \_\_\_\_\_  
Vegetation \_\_\_\_\_  
Flood Hazard \_\_\_\_\_  
Drainage \_\_\_\_\_

Section 5. ENVIRONMENTAL QUALITY.

Water \_\_\_\_\_  
Air \_\_\_\_\_  
Noise \_\_\_\_\_  
Historical/Archaeological \_\_\_\_\_

Section 6. ATTACHMENTS/EXHIBITS TO DEVELOPMENT FACT SHEET.

To be determined by City Staff

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### NOTICES TO APPLICANT

- Your application will not be processed unless it is complete and all attachments and exhibits are included.
- Once it has been determined that your application is complete, processing will begin and the required public hearing(s) will be scheduled for the first available opportunity.
- Please be aware that you, as applicant, owner, agent, or as an interested party, are prohibited from contacting individually any of the members of the Planning Commission either by telephone, in person, or in writing (including electronic mail).
- You will have the opportunity to provide input in open forum during the scheduled public hearing(s).
- All public hearings are conducted in accordance with the State of Florida Open Meetings Laws / Government in the Sunshine.

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**CITIZENS ADVISORY COMMITTEE  
MEETING MINUTES**

**Monday, July 21, 2008 - 7:00 p.m.**

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1. CALL TO ORDER

The Rockledge Citizens Advisory Committee met on Monday, July 21, 2008, at 7:00 p.m. in the Council Chamber at Rockledge City Hall, 1600 Huntington Lane, Rockledge, Florida.

MEMBERS PRESENT: Carol Laymance, Janeann Lyons, Robert Deem and Patricia Trawick.

MEMBERS ABSENT: Jacob Roland (not excused) and Dora Anne Thompson (excused).

STAFF PRESENT: Don R. Griffin, Planning Director and Margaret L. Daly, Recording Secretary.

With a quorum present, the meeting was called to order by Chairman Laymance.

2. APPROVAL OF MINUTES

- Meeting of June 16, 2006

**By motion of Robert Deem, seconded by Janeann Lyons, the minutes and the attendance record of the regular meeting of June 16, 2006 were approved as individually read. Motion passed unanimously.**

A. Attendance Record

See Approval of Minutes.

3. PUBLIC HEARINGS

None.

4. OLD BUSINESS

5. NEW BUSINESS

A. Comprehensive Plan Amendment

1. Application CPA-08-02 (Michael and Christine Richardson)

Planning Director Griffin briefly reviewed the information supplied in the agenda packets for the Committee members. Chairman Laymance asked if there were any questions, there were none.

**By motion of Robert Deem, seconded by Patricia Trawick, the Citizens Advisory Committee moved to recommend the subject Comprehensive Plan Amendment to the Planning Commission. Motion passed unanimously.**

6. ADJOURN

There being no further business to come before the Committee, the meeting adjourned at 7:03 p.m.

Submitted by:

Margaret L. Daly  
Recording Secretary

Approved by:

Chairman  
Citizens Advisory Committee

## Chapter 1

### FUTURE LAND USE ELEMENT

#### GOALS, OBJECTIVES AND POLICIES

##### Objective 1.2.

Within one (1) year after plan submission or as required by Florida State Statutes, whichever is greater, the city shall eliminate inconsistencies between the zoning regulations and adopted land use plan as a means of encouraging the reduction of uses inconsistent with the comprehensive plan.

*Policy 1.2.1.* The city shall amend its zoning ordinance consistent with the permitted land uses established through the planning district guidelines (appendix A) and the future land use map.

*Policy 1.2.2.* The compatibility criteria established in the planning district guidelines (appendix A) and in the Compatibility Mitigation Guidelines (Appendix B) shall be applied in the review of new development to insure its compatibility with existing land uses, in order to meet the severe compatibility and consistency test.

##### Objective 1.8.

Intensity of non-residential developments and density limits for residential developments for the City of Rockledge shall be in accordance with the Exhibit titled "Floor Area Ratio Intensity/Density Limits, City of Rockledge." Those mixed developments allowed to have residential and non-residential uses the respective densities and F.A.R. may be calculated separately as percentage of the development requirement then considered as a sum of the percentage, which shall equal one hundred (100) percent.

#### FLOOR AREA RATIO INTENSITY/DENSITY LIMITS

##### CITY OF ROCKLEDGE

Zoning Category	Min. lot size sq. ft.	Floor area ratio	Density d.u.a.	Coverage allowed %	Maximum height F.T.
RMU	0	.6 to 1 with bonus***	Up to 25 with bonus	80 to 100 with bonus	110 (with bonuses)
HCD	7,000	1.5	N.A.	90	75, with additional buffering from residential
RCE	43,560	N.A.	1	30	25
R-1	12,000	N.A.	3	30	25
R-2	7,500/10,000	N.A.	5	35	25
R-2A	7,500/10,000	N.A.	8	50	25
R-3	10,000	N.A.	14	50	40
T.H.	2,400	N.A.	10	50	25
M.H.	6,600	N.A.	6	35	20
RVP	435,600	N.A.	15	35	25
P.U.D.	435,600	N.A.	12	35	40
C-1	7,500	0.3	N.A.	80	45
C-1A	174,240	0.3	N.A.	80	75
C-2*	7,000	0.3	14	80	75
P-1	7,000	0.3	N.A.	80	35, 45 in Plan Dist. 3
M-1*	7,000	0.3	14	80	40
M-2*	7,000	0.3	14	80	40
IP	20,000	0.3	N.A.	80	35

\*Property can be developed using FAR, coverage and height or density d.u.a. Floor Area Ratio is used to determine the total structure area of the proposed development (not including retention, parking, or green space) example = A C-2 zoned property having 10,000 s.f. would be allowed a 3,000 s.f. building plus associated retention, parking, and green space, coverage of the entire site would be limited to eighty (80) percent, as the height increases more green space can be added to the overall project.

\*\*\*Light Manufacturing uses limited to .30 FAR  
(Ord. No. 1224-2000, § 1, 7-19-00; Ord. No. 1348-2004, § 3, 9-8-04; Ord. No. 1361-2004, § 2, 12-15-04)

## **APPENDIX A**

### **PLANNING DISTRICT GUIDELINES**

**Dist. 1. Rockledge Drive Area**

**Dist. 2. Florida Avenue Area**

**Dist. 3. Hospital Area**

**Dist. 4. North/West Fiske Area**

**Dist. 5. Barton Boulevard Area**

**Dist. 6. Murrell Road Area**

**Dist. 7. Barnes Boulevard Area**

**Dist. 8. Central Rockledge Area**

Goal.

Insure a development pattern which recognizes land as a natural resource and promotes its most efficient and effective use in order to provide adequate space for all land use activities.

### **PLANNING DISTRICT 1.**

#### **ROCKLEDGE DRIVE AREA**

Area objective.

To maintain and improve this area primarily for low and medium density residential development and insure that future development will not substantially alter or depreciate the existing character of the area and encourage the establishment of historic districts to protect historically significant buildings in the area.

Type of land use.

1. New development in this area will be primarily limited to single family dwellings and directly related land uses such as parks, schools, utilities, streets, and other non-commercial activities whose primary purpose is to serve and improve the quality of the residential districts.

2. Zoning districts that may be appropriate for this area after due consideration by the city include R1, R2 or historic zoning districts. Other zoning districts shall be limited to existing uses that may be changed and approved only if consistent with, and compatible to the intent or criteria of this district.

Low density residential land use shall extend from the normal water level of the Indian River and extend to the uplands westward two hundred (200) feet, except on those properties noted in paragraph 3. below.

3. To prohibit commercial and multi-family residential development in this area except the block bordered by Rockledge Drive on the east, Shares Drive on the west, Barton Avenue on the south and Orange Avenue on the north. Commercial uses, including marinas, piers, and docks, shall not be allowed on the property located between the east right-of-way line of Rockledge Drive and the east boundary of the city limit (channel of the Indian River).

4. Encourage the establishment of historic districts to protect and enhance the historically significant sites and structures in the area.  
(Ord. No. 1348-2004, § 4, 9-8-04)

Density.

5. The density of new residential development will be limited to that established by the applicable zoning district. The maximum residential density shall not exceed four (4) units per acre.

Compatibility.

6. Severe Compatibility and Consistency shall be established between all differing land uses in accordance with the Compatibility mitigation guidelines established in Appendix B. Scale, materials, building orientation, signing, landscaping, detailing, and other physical features that are compatible with the intent to maintain the residential character of this district shall be incorporated in any new development.

7. Adequate vegetation and/or constructed (fences, walls, berms, etc.) buffers and/or open space will be used between different land uses.

Special features to accomplish appropriate compatibility of new development with existing development shall be required through the land development regulations when the need has been identified in the site plan review process.

Transportation.

## **PLANNING DISTRICT 2.**

### **FLORIDA AVENUE AREA**

Area objective.

To maintain and improve this area primarily for commercial and business development while upgrading the overall existing character and appearance of the area.

Type of land use.

1. Development in this district will be primarily wholesale trade, retail trade, business and professional offices, public and semi-public services and such other uses, which support and are compatible with the intent of this district. zoning districts that may be appropriate for this area after due consideration by the city include RMU, C1, C1A, or C2. Other zoning districts shall be limited to existing uses, which may be changed and approved only if consistent with, and compatible to, the intent or criteria of this district.

2. Existing residential development shall be retained on Florida Avenue. New residential development will be allowed in the redevelopment mixed-use (RMU) area as defined as follows: (North city limits to the north; Dixie Lane to the South; U.S. #1 to the West; and Florida Avenue to the East;

comprising of 16.2 acres).

3. Development in this district may be neighborhood, community, or large-scale in nature, but may not attract such significant volumes of traffic as to create conditions on roads or intersections within or immediately adjacent to this district that result in a level of service below "E".

4. All new development proposals for this area shall be coordinated with the City of Cocoa and the city's redevelopment agency to insure that it is compatible with and supportive of that city's downtown redevelopment efforts.  
(Ord. No. 1348-2004, § 5, 9-8-04)

Density.

5. Residential development will be limited to existing densities, except for the 16.2 acres identified in Policy 2, which may be increased from the existing fourteen (14) units per acre to twenty-five (25) units per acre provided urban design standards are met and the property has an RMU zoning designation and project is approved by city council.  
(Ord. No. 1348-2004, § 5, 9-8-04)

Compatibility.

6. Severe Compatibility and Consistency shall be established between all differing land uses in accordance with the Compatibility mitigation guidelines established in Appendix B. Scale, materials, building orientation, signing, landscaping, detailing, and other physical features that are compatible with the intent of this district shall be incorporated in any new development.

7. Vegetative, constructed buffers (fences, walls, berms, etc.) and/or open space will be used between different land uses, particularly between residential and non-residential land uses, except within redevelopment mixed-use residential and commercial projects.

8. Efforts will be undertaken to coordinate with the Brevard County School Board to insure compatibility of their property with neighboring land uses.  
(Ord. No. 1348-2004, § 5, 9-8-04)

### PLANNING DISTRICT 3.

#### HOSPITAL AREA

Area objective.

To guide and control this area as primarily a high intensity center for medical services while insuring compatibility of future development with regional thoroughfares, local roads, and adjacent residential development.

Type of land use.

1. Development in this district will be limited to the hospital and related medical facilities and offices.

2. Wuesthoff Hospital shall prepare a comprehensive Hospital Campus master plan, incorporating urban design guidelines to assist in transitioning the Hospital Campus Area with that of surrounding residential uses and additional parking issues. Zoning districts that may be appropriate after due consideration by the City include, P1, C1, C2 and HCD. Other zoning districts shall be limited to existing uses, which may be changed and approved only if consistent with, and compatible to the intent or



criteria of the district.  
(Ord. No. 1361-2004, § 3, 12-15-04)

Density.

3. Intensity will be limited to the maximum building height, floor area ratio and lot coverage as prescribed in the existing zoning for this area. The hospital campus district (twelve and twelve hundredths (12.12) acres) shall be allowed to develop at a one and one-half (1.5) F.A.R., and impervious coverage will be limited to ninety (90) percent.  
(Ord. No. 1361-2004, § 3, 12-15-04)

Compatibility.

4. Severe Compatibility and Consistency shall be established between all differing land uses in accordance with the Compatibility mitigation guidelines established in Appendix B. New development will incorporate scale, materials, building orientation, signing, landscaping, detailing, and other physical features that are compatible with the intent of this district.

5. Adequate vegetation or constructed buffers (fences, walls, berms, etc.) and/or open space will be used to define and separate different land uses. Increases in height above thirty-five (35) feet and to a limit of seventy-five (75) feet will incorporate a mixture of enhanced urban design features and/or additional horizontal setbacks.  
(Ord. No. 1361-2004, § 3, 12-15-04)

#### PLANNING DISTRICT 4.

#### NORTH/WEST FISKE AREA

Area objective.

To maintain and improve this area as a low and medium density residential area and insure that future development will not substantially alter or depreciate the existing character of the area.

Type of land use.

1. Development within the district will be limited primarily to single-family detached dwellings and directly related land uses such as parks, schools, utilities, streets and other such activities whose primary purpose is to serve the residents of the district. Zoning districts that may be appropriate for this area after due consideration by the city include: PUD, RCE, R1, and R2.

2. Limited commercial, professional, and multi-family residential uses will be considered in appropriate locations based on severe compatibility and consistency tests. After due consideration by the city other zoning district shall be limited to existing use which range from R2A, R-3, P1, C1, C1A, and C2, which may be changed and approved only if consistent with, and compatible to the intent or criteria of this district.

3. The city shall undertake steps to develop through an interlocal agreement with Brevard County an urban reserve area which encompasses unincorporated areas adjacent to this district.

Density.

4. Maximum density allowed shall not exceed five (5) dwelling units per acre; current multi-family zoning districts shall be limited to existing densities. Any proposed zoning district changes shall be limited to a maximum of five (5) dwelling units per acre. All newly annexed undeveloped areas west of Fiske Boulevard shall be developed at ~~Undeveloped areas west of Fiske Boulevard will be encouraged to be developed with~~ a maximum of three (3) dwelling units per acre in order to protect the

natural character of the land, except that the maximum allowable density shall be fourteen (14) multi-family dwelling units per acre for the following described property located in planning district 4:

*Parcel A:* A parcel of land lying in Section 5, Township 25 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Commence at the Southwest corner of said Section 5, and run North 00°21'30" East, along the West line of said Section, a distance of 315.07 feet to the Northwest corner of ROCKLEDGE COUNTRY CLUB ESTATES, SECTION TWO, as recorded in Plant Book 25, Page 101, of the public records of Brevard County, Florida; thence North 89°21'44" East, along the North line of said subdivision, a distance of 115.02 feet; thence North 00°32'30" East, parallel with said West line of Section 5, a distance of 778.78 feet; then North 89°30'28" East, a distance of 13.37 feet; thence North 20°29'32" West, a distance of 92.95 feet; then South 89°30'28" West, a distance of 130.85 feet; thence North 00°29'32" West, a distance 92.95 feet; thence South 89°30'28" West, a distance of 159.77 feet to a point on the aforesaid East right-of-way line of Clearlake Road; thence South 00°32'32" West, along said right-of-way line, a distance of 1261.41 feet to the Point of Beginning.

*Parcel B:* A parcel of land lying in Section 5, Township 25 South, Range 36 East, Brevard County, Florida, more fully described as follows: Commence at the Southwest corner of said Section 5; thence North 00°32'30" East, along the West line of said Section 5, a distance of 1379.53 feet to a point on the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 5; thence North 89°30'28" East, along said North line of the Southwest 1/4 of the Southwest 1/4, a distance of 219.56 feet to the Point of Beginning of this description; thence North 00°29'32" West, a distance of 197.27 feet; thence North 89°30'20" East, parallel with said North line of the Southwest 1/4 of the Southwest 1/4, a distance of 224.00 feet; thence South 00°29'32" West, parallel with said North line of the Southwest 1/4 of the Southwest 1/4, a distance of 110.00 feet; thence South 00°29'32" East, a distance of 85.27 feet to an intersection with said North line of the Southwest 1/4 of the Southwest 1/4 of Section 5; thence South 89°30'28" West, along said North line of the Southwest 1/4 of the Southwest 1/4 of said Section 5, a distance of 114.00 feet to the Point of Beginning of this description.

Compatibility.

5. Severe Compatibility and Consistency shall be established between all differing land uses in accordance with the Compatibility mitigation guidelines established in Appendix B. Scale, materials, building orientation, signing, landscaping, detailing, and other physical features that are compatible with the intent to maintain the residential character of this district shall be incorporated in any new development.

6. Adequate vegetation constructed (fences, walls, berms, etc.) buffers and/or open space will be used between different land uses. Special features to accomplish appropriate compatibility of new development with existing development shall be required through the land development regulations when the need has been identified through the site plan review process.

7. Encourage neighborhood commercial development on the lots fronting on Poinsett Drive between Fiske Boulevard and Howard Street.

## **PLANNING DISTRICT 5.**

### **BARTON BOULEVARD AREA**

Area objective.

To guide development in this area toward the establishment of a mixed-use area. In the heart of planning district 5 is the Barton Boulevard Redevelopment District, comprising of four hundred sixty-six (466) acres, which will make up the central commercial core of the community. This planning area consisting of highly intensive mixed uses, including a range of residential, commercial and limited industrial development opportunities, while maintaining compatibility with regional thoroughfares, local

roads, municipal infrastructure systems, and adjacent land uses.

Projects shall contain a mix of residential and commercial land uses within one project area, either in individual buildings or within the same building, pursuant to the land development regulations.

Commercial portions of mixed use structures should be on the ground floor, (unless underground parking is provided), with residential units above.

Where underground parking is provided, the exterior of the building shall be made to appear as an office or retail structure, and the building area along Barton Boulevard shall contain leasable retail or office space.

Projects shall integrate quality architectural and site design features as adopted by the city.

The city shall create incentives to promote innovative structures and uses of the land, per the land development regulations.

(Ord. No. 1348-2004, § 6, 9-8-04)

Type of land use.

1. There are a variety of zoning districts that may be appropriate for this planning district after due consideration by the city. Within, the redevelopment mixed use (RMU) land use district, there will be a RMU zoning designation that will be adopted within the city's land development regulations. In addition, the following zoning districts may be allowed in the remainder of planning district; MH, R2A, R3, C1, C1A, C2, P1, TH and M1. M2 may be allowed in areas south of north city limits to the mid section line of Section 4, Township 25, Range 36, and areas south of Barton Boulevard and within three hundred (300) feet of the Florida East Coast Railroad. IP zoning may be allowed in areas south of Eyster Boulevard and east of Murrell Road. Other zoning districts shall be limited to existing uses, which may be changed and approved only if consistent with, and compatible to the intent or criteria of this district.

2. Reserved.

3. Development east of U.S. 1 will be limited to commercial uses. Zoning districts that may be appropriate for this area after due consideration by the city include, C1, C1A, C2, or P1. Other zoning districts shall be limited to existing uses which may be changed and approved only if consistent with, and compatible to the intent or criteria of this district.

4. Development in the area south of Eyster Blvd. and east of Murrell Road shall consist primarily of light manufacturing and warehousing uses, commercial retail and professional or business offices uses. Zoning districts that may be appropriate for this area after due consideration by the city include, C1, C2, M1, or IP. Other zoning districts shall be limited to existing uses which may be changed and approved only if consistent with, and compatible to the intent or criteria of this district.

5. New development between U.S. 1 and the Florida East Coast Railroad should be limited to commercial uses. Zoning districts that may be appropriate for this area after due consideration by the city include, C1, C2, or C1A. Other zoning districts shall be limited to existing uses which may be changed and approved only if consistent with, and compatible to the intent or criteria of this district. Existing industrial uses currently located within this area shall be discouraged from expanding.

a. Those areas located on the west side of Huntington Lane and south of Eyster Boulevard and north of the Florida Power and Light substation, may develop residential at a maximum of thirteen (13) dwelling units per acre (appropriate zoning districts include R2A, R3, TH). No principal structure shall be constructed within two hundred twenty-five (225) feet of the right-of-way of Huntington to a distance of four hundred twenty-five (425) feet from the south boundary of the described property, and not closer than fifty (50) feet to Huntington Lane beyond the four hundred twenty-five (425) feet. Other

conditions include the submittal of a binding site plan, building height limited to a maximum of thirty-eight (38) feet; deceleration lane to any point of ingress and egress, traffic calming techniques will be used at entrances, and sidewalk along Huntington Lane for the entire length of the property.

(Ord. No. 1266-2002, § 1, 2-6-2002; Ord. No. 1300-2003, § 6(A), 2-5-2003; Ord. No. 1348-2004, § 6, 9-8-04)

Density.

6. Residential development.

- (a) The density of new residential development in this planning district is limited to a maximum of fourteen (14.0) dwelling units per acre, except when density bonuses are obtained within the redevelopment mixed use area. In no case shall a development be authorized to exceed twenty-five (25) dwelling units per acre.

(Ord. No. 1348-2004, § 6, 9-8-04)

Urban design.

7. Urban design guidelines, including architectural and site design criteria, shall address appropriate scale, materials, building orientation, signing, landscaping, detailing, and other physical features within the district as defined in the city's land development regulations.

8. New single-family residential subdivisions, single-family attached, and town home developments shall utilize neo-traditional development patterns, which may include, but not be limited to, the following standards: grid streets, front porches, side face garages, alleyways and other criteria found in the land development regulations.

9. Specific additional criteria:

- (a) Light manufacturing, shall include assembly, warehousing (not mini-storage), distribution centers within completely enclosed structures.
- (b) In addition there shall be:
- i. No metal exterior metal building;
  - ii. No outside storage;
  - iii. No nuisance or toxic materials;
  - iv. A maximum FAR of .30;
  - v. Lot size must accommodate safe movement and flow of semi-tractor trucks without rear entry into the property;
  - vi. Buffering shall be prescribed in the land development regulations.

- (c) Residential and commercial criteria will be delineated in the land development regulations.

(Ord. No. 1348-2004, § 6, 9-8-04)

Compatibility.

10. Severe Compatibility and Consistency shall be established between all differing land uses in accordance with the Compatibility mitigation guidelines established in Appendix B. Those areas part of

~~the Redevelopment mixed use area shall Adherence to the design guidelines which ensure shall be required to insure orderly development of the area, and compatibility of uses within and adjacent to the district.~~

11. Adequate vegetation, constructed buffers (fences, walls, berms, etc.) and/or open space will be utilized or required when necessary to assure compatibility.  
(Ord. No. 1348-2004, § 6, 9-8-04)

## **PLANNING DISTRICT 6.**

### **MURRELL ROAD AREA**

Area objective.

To establish this area as a high quality office/industrial park, with varying peripheral land uses, which is compatible with and incorporates within its design the area's natural systems.

Type of land use.

1. Development in this area shall consist primarily of light industrial uses and professional or business offices. Zoning districts that may be appropriate for this area after due consideration by the city include IP. Other zoning districts shall be limited to existing uses which may be changed and approved only if consistent with, and compatible to the intent or criteria of this district.

2. Residential uses may be allowed to locate on the west side of Murrell Road to a depth of six hundred thirty (630) feet. Commercial uses may also be allowed to a depth of three hundred (300) feet.

3. New development between U.S. 1 and the Florida East Coast Railroad should be limited to commercial uses. Zoning districts that may be appropriate for this area after due consideration by the city include, C1, C2, or C1A. Other zoning districts shall be limited to existing uses which may be changed and approved only if consistent with, and compatible to the intent or criteria of this district. Existing industrial uses currently located within this area shall be discouraged from expanding.

4. Development east of U.S. 1 will be limited to commercial uses and compatible residential uses which enhance allowable uses in Planning District 1 (maximum single-family residential density shall not exceed three (3) dwelling units per acre). Zoning districts that may be appropriate for this area after due consideration by the city include C1, C2, P1, or C1A. Other zoning districts shall be limited to existing uses which may be changed and approved only if consistent with, and compatible to the intent or criteria of this district.

(Ord. No. 1348-2004, § 7, 9-8-04)

Density.

5. Those areas located on the west side of Murrell Road may have new residential development which shall be developed at a maximum of fourteen (14.0) dwelling units per acre on the west side of Murrell Road to a depth of three hundred (300) feet (appropriate zoning districts in this area include RCE, R1, R2, R3, TH, P1, C1 or C2) and eight (8.0) dwelling units per acre to a depth of three hundred thirty (330) feet beyond the front three hundred (300) feet (appropriate zoning districts include PUD, RCE, R1, R2, R2A, R3 or TH). Commercial uses may also be allowed to a depth of three hundred (300) feet. The west three hundred thirty (330) feet of the six hundred thirty (630) feet may be developed as a modified P1 district, if the east three hundred (300) feet has and maintains the same designation. The allowed uses for this entire area are as follows: Offices for professional services, nonprofessional and any other type of office where the service of the office does not involve the transfer of a commercial product at the office site, such as, but not limited to the following (i.e.: attorney, doctor, accountant, engineer, real estate, etc.)  
(Ord. No. 1300-2003, § 6(B), 2-5-2003)

Compatibility.

6. Severe Compatibility and Consistency shall be established between all differing land uses in accordance with the Compatibility mitigation guidelines established in Appendix B. Scale, materials, building orientation, signing, landscaping, detailing, and other physical features that are compatible with the intent to maintain the residential character of this district shall be incorporated in any new development.

7. Adequate vegetation constructed (fences, walls, berms, etc.) buffers and/or open space will be used between different land uses.

Special features to accomplish appropriate compatibility of new development with existing development shall be required through the land development regulations when the need has been identified through the site plan review process.

8. County lands on Murrell Road should be encouraged to develop consistent with the policies of this planning area and when appropriate, annexed into the city.

## PLANNING DISTRICT 7.

### BARNES BOULEVARD AREA

Area objective.

To create a mixed use district having a mixture of commercial, recreational and residential land uses.

Type of land use.

1. Development in this district will consist of a balanced mix of commercial, recreational, single-family and multi-family residential uses and directly related land uses such as parks, schools, utilities, streets, and other activities to service both the permanent and tourist populations. Recreational uses will focus around a golf course community. Multi-family will not exceed fourteen (14) dwelling units per acre. No single use will predominate, but all uses will be functionally related. Commercial uses will be at an intensity level to serve this planning area primarily. Zoning districts that may be appropriate for this planning district after due consideration by the city include, PUD, RCE, R1, R2, R2A, R3, TH, RVP, C1, C1A, C2, or P1. Other zoning districts shall be limited to existing uses which may be changed and approved only if consistent with, and compatible to the intent or criteria of this district.

2. Commercial development may be allowed along Barnes Boulevard consistent with traffic design requirements for protecting the capacity of roadway based upon an established need for commercial development within the district and unincorporated areas adjacent to the district.

3. Through a joint planning agreement with Brevard County, determine appropriate land uses and guidelines for future development around the I-95/Fiske Boulevard Interchange.

4. The city shall undertake steps to execute an interlocal agreement with Brevard County which identifies as an urban reserve area land adjacent to this district.

5. The 141.82 acres of property annexed into the City of Rockledge by the passage of Ordinance No. 1065-93 shall be developed as a combination of:

- (a) Low density residential, with a gross density cap of three (3) dwelling units per acre or less, over 133.25 acres; and
- (b) Mixed use classification, over the remaining 8.57 acres located in the southwestern

portion of the property, of which no more 5.37 acres can be used for commercial purposes in the future.

To insure adequate buffering between the city's low density residential uses and the county's industrial land uses, directly south of the defined property, there shall be placed a 75-foot wide open space area, which shall also include the construction of a six-foot masonry wall and tree planting area, between the two (2) uses, located immediately north and east of the area designated "mixed" use. This area shall be controlled by a homeowners association, when developed, and be used for the express purpose of providing buffering, open space and recreational opportunities for future residents.

Viera density.

5a. The following described property makes up all property involved with Viera's approved DRI and shall have a maximum density cap of five (5) gross dwelling units per acre:

A parcel of land situated in Section 28, Township 25 South, Range 36 East, Brevard County, Florida, more particularly described as follows:

Commence at the Southeast corner of said Section 28; thence North 00°52'30" West, along the East line of said Section 28, a distance of 2,689.25 feet to the Northeast corner of the Southeast 1/4 of said Section 28; thence South 89°33'30" West, along the North line of the Southeast 1/4 of said Section 28, a distance of 75.00 feet to the Point of Beginning.

From the POINT OF BEGINNING, thence continue South 89°33'30" West, along the North line of the Southeast 1/4 of said Section 28, a distance of 304.86 feet; thence North 01°14'17" West, a distance of 84.49 feet; thence South 79°54'15" West, a distance of 143.40 feet to the beginning of a curve concave Northeasterly having a radius of 75.06 feet and subtending a central angle of 71°38'52" thence Northwesterly along the arc of said curve a distance of 93.87 feet; thence radial to said curve South 61°33'06" West, a distance of 211.23 feet to the North line of the Southeast 1/4 of said Section 28; thence South 89°33'30" West, a distance of 373.85 feet; thence South 01°09'39" East, a distance of 85.74 feet; thence South 88°50'21" West, a distance of 296.04 feet to the beginning of a curve concave Northerly having a radius of 407.17 feet, and subtending a central angle of 39°26'11"; thence Northwesterly along the arc of said curve, a distance of 280.25 feet; thence South 89°33'30" West along the North line of said Southeast 1/4, a distance of 372.80 feet to the beginning of a non-tangent curve concave Southwesterly having a radius of 335.00 feet; a chord bearing of South 19°46'36" East and subtending a central angle of 03°04'30"; thence Southeasterly along the arc of said curve a distance of 17.98 feet; thence South 18°14'21" East, a distance of 634.87 feet to the beginning of a curve concave Northwesterly having a radius of 50.00 feet and subtending a central angle of 65°10'20"; thence Southwesterly along the arc of said curve, a distance of 56.87 feet to the point of tangency; thence South 46°55'59" West, a distance of 360.24 feet to the beginning of a curve concave Northerly, having a radius of 50.00 feet and subtending a central angle of 63°22'16"; thence Westerly along the arc of said curve, a distance of 55.30 feet to the point of tangency; thence North 69°41'45" West, a distance of 425.30 feet to the beginning of a curve concave Northeasterly, having a radius of 458.10 feet and subtending a central angle of 56°01'11"; thence Northwesterly along the arc of a said curve, a distance of 447.90 feet to the point of tangency; thence North 13°40'34" West, a distance of 303.04 feet to the beginning of a curve concave Easterly, having a radius of 305.96 feet, a chord bearing North 01°19'19" East and subtending a central angle of 29°59'46"; thence Northerly along the arc of said curve a distance of 160.18 feet to the North line of the Southwest quarter of Section 28; thence South 89°33'30" West along said North line, a distance of 472.15 feet to the East Right-of-Way line of Interstate 95; thence North 14°30'59" West along said East Right-of-Way line a distance of 480.55 feet to the beginning of a curve concave Southwesterly, having a radius of 5879.65 feet and subtending a central angle of 24°23'54"; thence Northwesterly along the arc of said curve and said East Right-of-Way line, a distance of 2,503.73 feet to the North line of the Northwest 1/4 of said Section 28; thence North 89°37'03" East, along said North line, a distance of 2011.78 feet to the North 1/4 corner of said Section 28; thence North 89°37'25" East along the North line of the Northeast 1/4 of said Section 28, a distance of 2574.50 feet to a point on the West Right-of-Way line of Murrell Road; thence South 01°17'41" West, along said West Right-of-Way line of Murrell Road, a distance of 2689.27 feet to the POINT OF BEGINNING.

Containing 255.37 acres more or less.

Compatibility.

6. Severe Compatibility and Consistency shall be established between all differing land uses in accordance with the Compatibility mitigation guidelines established in Appendix B. Scale, materials, building orientation, signing, landscaping, detailing, and other physical features that are compatible with the intent to maintain the residential character of this district shall be incorporated in any new development.

7. Adequate vegetation constructed (fences, walls, berms, etc.) Buffers and/or open space will be used has between different land uses.

Special features to accomplish appropriate compatibility of new development with existing development shall be required through the land development regulations when the need has been identified through the site plan review process.

## PLANNING DISTRICT 8.

### CENTRAL ROCKLEDGE AREA

Area objective.

To maintain and improve this area as a low and medium density residential area and insure that future development will not substantially alter or depreciate the existing character of the area.

Type of land use.

1. Development within the district will be limited primarily to single-family detached dwellings and directly related land uses such as parks, schools, utilities, streets and other such activities whose primary purpose is to serve the residents of the district. Zoning districts that may be appropriate for this area after due consideration by the city include: PUD, RCE, R1, and R2.

2. Limited commercial, professional, and multi-family residential uses will be considered in appropriate locations based on severe compatibility and consistency tests. After due consideration by the city other zoning district shall be limited to existing use which range from R2A, R-3, TH, P1, C1, to C2, which may be changed and approved only if consistent with, and compatible to the intent or criteria of this district.

3. The city shall undertake steps to develop through an interlocal agreement with Brevard County an urban reserve area which encompasses unincorporated areas adjacent to this district.

Density.

4. Maximum density allowed shall not exceed five (5) dwelling units per acre, current multi-family zoning districts shall be limited to existing densities. Any proposed zoning district changes shall be limited to a maximum of five (5) dwelling units per acre. Undeveloped areas west of Fiske Boulevard will be encouraged to be developed with a maximum of three (3) dwelling units per acre in order to protect the natural character of the land.

Compatibility.

5. Severe Compatibility and Consistency shall be established between all differing land uses in accordance with the Compatibility mitigation guidelines established in Appendix B. Scale, materials, building orientation, signing, landscaping, detailing, and other physical features that are compatible with the intent to maintain the residential character of this district shall be incorporated in any new development.



6. Adequate vegetation constructed (fences, walls, berms, etc.) buffers and/or open space will be used between different land uses. Special features to accomplish appropriate compatibility of new development with existing development shall be required through the land development regulations when the need has been identified through the site plan review process.

7. Encourage the development of the land lying south of Levitt Park, east of Fiske Boulevard, and 630 feet or more west of Murrell Road as low and medium density residential areas utilizing the PUD provisions of the Zoning Code.

## Chapter 12

### Sec. 12-2. Definitions.

*Compatibility.* Are those properties meeting the severe compatibility mitigation guidelines, that when adjacent to existing development are harmonious, similar and consistent with one another.

Severe Compatibility and Consistency Test. Appendix B in the Future Land Use Element describes those elements needed to make one project compatible and consistent with another when proper mitigation is done. Those properties developed using the compatibility mitigation guidelines shall be considered meeting the Severe Compatibility and Consistency Test.

*Services.* The programs and employees determined necessary by a local government to provide adequate operation and maintenance of public facilities and infrastructure as well as those educational, health care, social and other programs necessary to support the programs, public facilities and infrastructure set out in the local plan or required by local, state or federal law.

## **APPENDIX B**

### **Compatibility and Consistency Mitigation Guidelines**

#### **Introduction**

One of the primary purposes of land use planning is to minimize the impact certain uses have on adjacent or surrounding areas. This has been traditionally accomplished by providing separation between sensitive uses and uses whose by-products may include noise, excessive traffic, odors, dust, or vibrations. However, when cities become almost built out, or where there is infill development or redevelopment, or as cities try to achieve a more compact development pattern, or want to improve accessibility between places of employment and residence, a strict reliance on physical separations is not practical. Instead, cities must evaluate and require changes to the form and function of uses, require different construction techniques and enforce use regulations (e.g., restrictions on hours of operations) to help mitigate any real or perceived negative impacts among different uses.

Compatibility is also associated with character. That is, the character of an area is often viewed in terms of the relationships between, and treatment of, the built and natural environment. The design of structures and their relationship to the surrounding natural and/or urban character plays a key role in creating the character or identity of a place. The intent of this discussion is to provide guidance regarding compatibility, including reducing negative impacts on adjacent uses and the sensitive siting and design of uses.

#### **Compatibility Standards**

The use of 'Compatibility Standards' addresses the relationship between land uses within the context of an identified "character" of an area. Setting the tone for performance standards, Compatibility Standards say: "You can put your property to the uses permitted under the codes, but you have to be a good neighbor when a less intense use is next door." Because type of land uses is not restricted within character areas, compatibility standards and design guidelines provide the mechanism for the integration of many types of uses that promote beneficial interaction while limiting or mitigating negative impacts. For example, a proposed gas station in a "residential area" would be allowable as long as it met additional or different buffer, lighting, colors, design and landscaping standards; or access and impervious surface regulations than a gas station within a "neighborhood village center." Under the "form" based or character area system, land uses are not prohibited, but either encouraged or discouraged depending on the character area and meeting required performance standards. This approach establishes standards for assuring that neighboring land uses are protected from the negative impacts of new development, without restricting the use of the land itself. Form based codes are not less strict than traditional codes; they regulate issues in a different way, with the ultimate outcome being focused on "what will this look like". Thus, the real emphasis is placed where it needs to be: on urban design, form, and character.

#### **Character Areas and Development Patterns**

There are a variety of ways to achieve the City's vision for the future. From an urban design standpoint, the key is to avoid dispersed development projects that are unrelated to one another and exist in isolation at random locations without regard to infrastructure investment or planning. Encouraging appropriate development within distinct character areas, incorporating visual, physical, and aesthetic linkages, the City of Rockledge will achieve a sustainable development pattern.

The Comprehensive Plan breaks the City into Planning Districts, which attempts to reflect the existing or desired form, function, and character of that area. The City's stated vision for each area is based on a desired pattern of continued growth that discourages urban sprawl, inefficient use of infrastructure, and land use incompatibility. As the City becomes almost built out, infill development and redevelopment projects will become the development pattern of the future. It will be important to create a proper form for integrating new development into the existing districts and neighborhoods. Therefore, staff is presenting ideas for integrating specific performance criteria that staff, the boards, and City Council can use to evaluate project compatibility.

#### **Characteristic Performance Criteria:**

These "performance criteria are intended to ensure compatible and integrated development within specified areas of the city. Following is an overall description of each criteria.

*Physical Characteristics (what type of uses, where its placed on a site; the physical aspects of a development):*

1. Uses that are encouraged and discouraged
2. Intensity or density of uses
3. Setback (front, rear, side); overall distance from other uses
4. Buffering, separations, use of materials for security or privacy

*Visual and Aesthetic Characteristics (what does it look like; what do you see when you drive by; how does the product affect the sense of place)*

1. Landscaping and visual impact on surrounding neighborhoods
2. Site design (finished materials used)
3. Architectural Compatibility, Scale of Surrounding neighborhoods
4. Height of building to the surrounding neighborhoods

#### **1. Uses that are encouraged and discouraged:**

- a. The city has identified in Appendix A of the Future Land Use Element, the eight planning districts. A sample of this would be Planning District 4: which states the primary use in the district shall be single-family detached dwellings and directly related land uses such as parks, schools, utilities and other such activities which serve the residents of the district. The appropriate zoning districts, without question are PUD, RCE, R1, and R2,

all of which promote single-family attached dwellings. The Planning Commission and City Council, after due consideration, decided that existing zoning districts were permitted and zoning districts should be limited to R2A, R3, P1, C1, C1A and C2. Any changes to residential zoning would limit density to 5 dwelling units per acre (d.u.a.) and all undeveloped areas west of Fiske Boulevard would be encouraged to develop at three units per acre. (Did the City change the density standard? In this case, how will you encourage it?) This provision was added because the city knew of the major wetlands on both sides of I-95, associated with the St. Johns River Basin.

- b. Compatibility of zoning categories for encouraged uses in the districts. All SFD zoning categories (PUD, RCE, R1, and R2) having the primary intended use in Planning district 4 shall have 0 points assigned to the property, when abutting like zoning categories. Those zoning categories not having the primary use intended and abutting those which have a single-family detached (SFD) zoning shall have points assigned. Example: subject property is commercial: the property to the north is SFD, the property to the south SFD, the property to the west SFD and the property to the east is commercial. That property shall have 3 point assigned to it because it has unlike uses on three sides (the three SFD 1 properties)
- c. Go back to the Land Use matrix and identify compatible land use, and if they are found to be compatible a point value of 0 is given, those allowing mitigation would be given a point value of 1. Those needing mitigation would have a value of 1, and all others would not be considered.

## **2. Intensity or density of uses**

Intensity of non-residential developments and density limits for residential developments for the City of Rockledge shall be in accordance with the Exhibit titled "Floor Area Ratio Intensity/Density Limits, City of Rockledge." Those mixed developments allowed to have residential and non-residential uses shall use a combination of allowed densities and Floor Area Ratio, allowed by the respective zoning districts will be used to calculate uses separately as percentage of the development requirement then considered as a sum of the percentage, which shall equal one hundred (100) percent.

### **a. Residential/Residential density compatibility:**

The assignment of densities has been established with each residential zoning code, this is further separated that all single-family detached districts are treated as being compatible. All multi-family districts are treated as being compatible; however, mitigation is required between those two uses. If the single-family district has a density of 5 units per acre and the adjacent property is multi-family having a density of 14 units per acre, then the points established will be 9. If the multi-family has a lower density like 9

and the single family has 5 then the points established will be 4. This will be important when mitigation guidelines are implemented.. One point for every unit per acre difference.

b. Commercial/Residential intensity compatibility:

(Non-residential) Commercial and residential uses, unless planned in a permitted mixed use project, is seen as often as needing mitigation in order to have it compatible with adjoining residential uses. It is said that commercial will not enter an area unless the rooftops are present. This usually leads to a syndrome known as NIMBY (not in my back yard) which has for years called on the commercial property to provide additional buffering. A sample of these buffering techniques is increased setbacks, building buffer walls to reduce noise and light from the adjoining property and provide a sense of security to the residentially zoned areas. Landscaping requirements are often increased when commercial builds next to residential. Some Planning Districts in the City actually encourage a true mixture of commercial and residential, without buffering, in order to encourage a work where you live environment. To ensure compatibility, the existing buffering requirements for commercial must be enforced or it may be modified in the future.

c. Commercial/Industrial intensity compatibility:

These uses are usually viewed as more compatible. The buffering is usually achieved by hedging and setback distances being enforced.

- d. Go back to the Land Use matrix and identify compatible land use, as they would be given a point value of 0. Those needing mitigation would have a value of 1, and all others would not be considered

3. **Setback (front, rear, side)**

- a. The minimum front setback for all compatible projects shall be the same, if adjoining single-family has a 25 foot front setback the adjacent project shall maintain that setback at a minimum.
- b. The minimum rear and side setbacks for all compatible projects requiring mitigation shall be determined by the mitigation compatibility formula, which will be established later in this guideline. (see table of zoning regulations)

**4. Buffering and privacy**

- a. Typically in-fill projects are one of the last projects built in an existing neighborhood, as residents in an adjoining neighborhood have some expectation of privacy. If existing neighbors have had large trees in their adjacent property blocking the morning or evening sun, they would expect those trees to stay and provide those same benefits after the property is developed. These same natural conditions provide havens for birds and other wildlife, which the neighbors have thought of enhanced their quality of life. Consideration should be given to neighbor's views, access to sunlight and privacy. In order to preserve this quality of life and reduce the impact to adjacent neighbors the city will require those properties needing compatibility mitigation to first implement an adjacent minimum of a 25-foot natural buffer, which may have some hand clearing if approved by the City of Rockledge. The only structure that can be built in the area is a buffer wall. The applicant of a project may propose additional buffering in order to meet the mitigation guidelines, to be addressed later in this document. The adjacent project should keep the heights of the internal roadway/driveway to that of the public road they will be connecting to, in order to keep clearing of the property to a minimum. Maintaining existing landscaping will keep new projects compatible to existing neighborhoods. To ensure privacy, compatibility mitigation measures will incorporate additional landscaping buffering and will incorporate small and medium trees, along with the large trees. The city will also encourage the use of taller buffering walls next to residential zoned property, as a compatibility mitigation enhancement.

**5. Landscaping**

- a. Landscaping provides two key components with the first being to enhance buffering between differing uses. Vegetation of differing heights provides the potential to visually obstruct the views from adjoining properties. The second component allows for visual appeal from the adjoining right-of-way. This landscaping complements the surrounding neighborhoods and establishes a softening effect of larger structures, which usually accompanies commercial or multi-family projects. The city currently requires exterior trees be planted every thirty feet and that a minimum of three species be used on each project. The mitigation compatibility guidelines will discuss how increased landscaping can be used to have projects compatible to adjoining properties with differing uses.

**6. Site design (finished materials used)**

- a. Site design takes into consideration the needs of the new project while maintaining existing qualities of the adjacent properties and the community. The site design looks at neighborhood views and privacy issues. New development must give careful consideration of the needs of the specific site, such as the natural topography, existing vegetation, street rights-of-way, amount of grading, intensity of use, and the general

characteristics of the neighborhood. Finishing materials should be that used in the adjoining neighborhood and the color scheme should compliment the adjoining properties.

**7. Architectural Compatibility, Scale and Building Height of the Surrounding neighborhoods**

a. Unity is a common architectural element of design such as color, texture, roof lines and detailing that create unity within a district. These design elements complement and work in harmony with one another to establish a visually compatible and integrated environment. The creation of a unifying design is a key element in the establishment and maintenance of individual identities for post-improved visual districts.

b. Scale in architecture is relative size. It refers to how we perceive the size of a building element relative to other forms, and to the human body. There are two types of scale: overall scale and human scale.

1. Overall scale is the legibility of a building from a distance, (e.g. roofline). Human scale is the legibility of elements when one is very close to a building, (e.g. storefront details). Good buildings incorporate both types of scale simultaneously. In keeping with the goals of this manual, human scale will be emphasized. Humans are similar enough in size that dimensions based on the body can be used to establish elements of detail in a building. A place can be measured by our ability to reach out and touch detail and texture.

2. It is therefore important that up close, buildings possess a level of refinement that is tangible. These details not only provide comfort by allowing one to judge the size of a space, but also give it human scale and intimacy.

3. Height of the proposed structure may be the most significant visual impact and determinate of the scale of the project. A neighborhood of one and two story structures would assume any in-fill project would be of the same height; however, some differing uses allow greater heights to accommodate increased densities or increased intensities. Increased heights lead to possible privacy impacts to adjoining neighborhoods, which will require compatibility mitigation.

4. Uses having the same height are more compatible than those having greater elevations. The assignment of heights have been established with each residential zoning code, and this is further separated that all single-family detached districts are treated as being compatible. All multi-family districts are treated as being compatible; however, compatibility mitigation is required between those two uses. If the single-family district has an allowable height of 25 feet and the adjacent property is multi-family having a height of 40 feet, then the points established will be 15. If the multi-family has a lower height like 35 feet and the single family has 25 feet then the points



established will be 10. This will be important when mitigation practices are discussed.

- c. Commercial/Residential Height Compatibility, (Non-residential) uses unless planned in a permitted mixed use project, is seen as often seen as needing mitigation in order to have it consistent with adjoining residential uses. It is said that commercial will not enter an area unless the rooftops are present. This usually leads to a syndrome known as NIMBY (not in my back yard) which has for years called on the commercial property to provide additional buffering. A sample of these buffering techniques is increased setbacks, and buffering walls to reduce noise and light from the adjoining property and provide a sense of security to the residentially zoned property. Landscaping requirements are often increased when commercial builds next to residential. Some Planning Districts in the City actually encourage a true mixture of commercial and residential, without buffering, in order to encourage a work where you live environment. To ensure compatibility the existing buffering requirements for commercial must be enforced or it may be modified in the future.
- d. Commercial/Industrial Height Compatibility: These uses are usually treated more compatible together than is residential and commercial uses. The buffering is usually achieved by hedging and setback distances being enforced.

## THE LAND USE COMPATIBILITY MATRIX

The Land Use Compatibility Matrix (Figure 1) provides a general evaluation technique to ensure compatibility between different land uses. It does not indicate that certain categories are totally incompatible with certain other categories. The matrix does, however, provide general guidance in evaluating the degree to which mitigation measures may be necessary to ensure compatibility between or unlike uses which abut or face other land uses. Specific mitigation measures should be based on site conditions and the nature of both (the use in question and the abutting use(s)). The guidelines contained in the matrix should be consulted in addition to the guidelines contained in the Land Development Regulations.

- Land use classifications in the matrix that are identified as **"Compatible"** (shown as **"0"**) are those uses that are – when adjacent – harmonious, similar and consistent with one another. Land use classifications identified as **"Incompatible Except with Mitigation Measures"** (as shown **"@"**) will require significant buffering and transitions, depending on the Long-Range Land Use Area and specific land uses. The primary concern, however, is adequate – and sometimes complete – buffering, whether it be distance, undisturbed vegetative buffers, vegetated streams, transportation corridors, man-made barriers, the location of less intense uses at the periphery of the site (if such uses are proposed), or a combination of these measures. Transitions in land uses and/or transitions in density are also warranted at the interfaces of these land use categories. These mitigation measures are of particular concern in each of the unique Planning Districts, with the range of land uses permitted therein.

- Land use classifications identified as **"Incompatible"** (as shown **"\*\*"**) should only be located adjacent to each other when extensive and additional mitigating measures can effectively address all compatibility concerns. These mitigation measures are of particular concern when inherently incompatible land uses – such as residential uses and industrial uses – are proposed adjacent to one another.

**"Severe Compatibility and Consistency"** test is met when projects meet the requirements of the mitigation measure standards and design guidelines as noted in this section.

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## COMPATIBILITY MITIGATION GUIDELINES

1. Compatibility mitigation must first address the privacy issue between differing uses, the items to be used in the order shown are:
  - a. As explained in 4 (a), the 25-foot natural buffer.
  - b. The buffer wall and possible height increases.
  - c. Increased landscaping between differing land uses
  - d. Buffering wall along the right-of-way
  - e. Increased landscaping along the right-of-way
  - f. Meet building scale of the properties across any r-o-w and adjacent properties.
  - g. Using common architectural elements of design such as color, texture, roof line, and detailing to create unity within the neighborhood.
2. Compatibility points for mitigation purposes (must use (a) as a minimum).
  - a. 25-foot natural buffer                      ~~10~~ 15 points
  - b. Buffer wall height increase              2 points for every 1 foot
  - c. Increase landscaping along properties having differing uses (must use at least one planting level).
    1. Adding additional medium and small size trees.
      1. Planting every 25 feet              2 points
      2. Planting every 20 feet              3 points
      3. Planting every 15 feet              4 points
      4. Planting every 10 feet              5 points
  - d. Buffering wall along r-o-w                      3 points
  - e. Increased landscaping along r-o-w              1 point
  - f. Meet building scale of the properties across any r-o-w and adjacent properties.                      1 point
  - g. Using common architectural elements of design such as color, texture, roof line, and detailing to create unity within the neighborhood.  
1 point for each attribute used
3. Review and approval of Compatibility Mitigation
  - a. Staff shall be the first to determine the points needed for compatibility mitigation and shall work with the applicant to meet the intent of the compatibility guidelines. If the applicant and staff can not agree on the preliminary compatibility mitigation plan the matter shall be presented before the Development and Review Committee. If no agreement is achieved, the site plan and proposals will be sent directly to the Planning Commission and then to City Council for final resolution.

FLOOR AREA RATIO  
INTENSITY/DENSITY LIMITS

CITY OF ROCKLEDGE

Zoning Category	Min. lot size sq. ft.	Floor area ratio	Density d.u.a.	Coverage allowed %	Maximum height F.T.
RMU	0	.6 to 1 with bonus***	Up to 25 with bonus	80 to 100 with bonus	110 (with bonuses)
HCD	7,000	1.5	N.A.	90	75, with additional buffering from residential
RCE	43,560	N.A.	1	30	25
R-1	12,000	N.A.	3	30	25
R-2	7,500/10,000	N.A.	5	35	25
R-2A	7,500/10,000	N.A.	8	50	25
R-3	10,000	N.A.	14	50	40
T.H.	2,400	N.A.	10	50	25
M.H.	6,600	N.A.	6	35	20
RVP	435,600	N.A.	15	35	25
P.U.D.	435,600	N.A.	12	35	40
C-1	7,500	0.3	N.A.	80	45
C-1A	174,240	0.3	N.A.	80	75
C-2*	7,000	0.3	14	80	75
P-1	7,000	0.3	N.A.	80	35, 45 in Plan Dist. 3
M-1*	7,000	0.3	14	80	40
M-2*	7,000	0.3	14	80	40
IP	20,000	0.3	N.A.	80	35

\*Property can be developed using FAR, coverage and height or density d.u.a. Floor Area Ratio is used to determine the total structure area of the proposed development (not including retention, parking, or green space) example = A C-2 zoned property having 10,000 s.f. would be allowed a 3,000 s.f. building plus associated retention, parking, and green space, coverage of the entire site would be limited to eighty (80) percent, as the height increases more green space can be added to the overall project.

\*\*\*Light Manufacturing uses limited to .30 FAR

TABLE OF ZONING REGULATIONS

	Front Setback (feet)	Rear Setback (feet)	Side Setback (feet)	Section for More Informat ion	Add More Setback	Density per Acre	Maximu m Building Lot Coverag e (percent)	Lot Area Required	Minimu m Living Area (square feet)	Maximu m Height (feet)	Minimu m Lot Width (feet)	Minimu m Lot Depth (feet)
RCE	50	35	20	62.10	Yes	1	30	1 acre	1,500	25	130	150
R-1	35	30	10	62.20	Yes	3	30	12,000 square feet	1,500	25	80	100
R-2	25	20	10/8	62.30	Yes	5	35	7,500-- 10,000 square feet	1,200	25	70	90
R-2A	25	20	10/8	62.40	Yes	8	50	7,500-- 10,000 square feet	800-- 1,200	25	70	90
R-3	25	20+	10+	62.50	Yes	14	50	10,000 square feet	800-- 1,200	40	100	100
TH	25	25	5+	62.60	Yes	10	50	2,400 square feet	1,000	25	24	90
MH	25	20	7 1/2	62.70	Yes	6+	35	6,000 square feet	1,000	20	60	100
TTP	--	--	--	62.90	Yes	15	--	--	1,500	25	--	--
C-1	25	10+	5+	62.100	Yes	--	80	7,500 square feet	--	45	75	100
C-1A	25	10+	5+	62.110	Yes	--	80	4 acres	--	75	300	125
C-2	25	10+	5+	62.120	Yes	--	80	7,000 square feet	--	75	50	--
P-1	25	10	5	62.130	Yes	--	80	7,000 square feet	--	35	50	--
M-1	20	10	5	62.140	Yes	--	80	7,000 square feet	--	40	50	--
M-2	20	10	5	62.150	Yes	--	80	7,000 square feet	--	40	50	--
IP	50	25	20	62.160	Yes	--	80	20,000 square feet	--	35	100	175
PUD	25	--	--	62.170	Yes	12	25% open space	5,000-- 6,000 square feet	1,200-- 1,300	40	50+	100

These are the general guidelines. Refer to specific sections before applying for permit.

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Matrix graphics

City of Rockledge Land Use Compatibility Matrix

Land Use	LDR	MDR	COM	INST	HCD	IND	RPP	RPA	RPMU	MUPD5	MUPD6	MUPD7	RMU
Low density residential (LDR)	0	@	@	@	@	*	0	0	0	@	@	@	@
Medium density residential (MDR)	@	0	@	@	@	@	0	0	0	@	@	@	@
Commercial (COM)	@	@	0	@	@	@	0	0	0	@	@	@	@
Institutional (INST)	@	@	@	0	@	*	0	0	0	@	@	@	@
Hospital campus district (HCD)	@	@	@	@	0	*	0	0	0	@	@	@	@
Industrial (IND)	*	@	@	*	*	0	0	0	0	@	@	@	@
Recreational, public passive (RPP)	0	0	0	0	0	0	0	0	0	0	0	0	0
Recreational, public active (RPA)	0	0	0	0	0	0	0	0	0	0	0	0	0
Recreational, public mixed use (RPMU)	0	0	0	0	0	0	0	0	0	0	0	0	0
Mixed use planning district 5 (MUPD5)	@	@	@	@	*	@	0	0	0	0	@	@	@
Mixed use planning district 6 (MUPD6)	@	@	@	@	*	@	0	0	0	@	0	@	@
Mixed use planning district 7 (MUPD7)	@	@	@	@	*	@	0	0	0	@	@	0	*
Redevelopment mixed use district (RMU)	0	0	0	0	0	0	0	0	0	0	@	*	0

Exact Compatibility = 0

Compatible with Mitigation Measures = @

Incompatible = \*

# City of Rockledge Land Use Compatibility Matrix

Z O N I N G D I S T R I C T S	COMPREHENSIVE PLAN DESIGNATIONS										
	Land Use	LDR	MDR	COM	INST	HCD	IND	MUPD5	MUPD6	MUPD7	RMU
	RCE	0	@	@	@	@	*	@	@	@	@
	R-1	0	0	@	@	@	*	@	@	@	@
	R-2	0	0	@	@	@	*	@	@	@	@
	R-2A	@	0	@	0	@	*	@	@	@	@
	R-3	*	0	@	@	0	*	@	@	@	@
	TH	*	0	@	*	*	0	@	@	@	@
	MH	@	0	@	0	0	0	@	@	@	0
	RVP	@	0	@	0	0	0	@	@	@	0
	C1	@	0	0	0	0	0	@	@	@	0
	C2	@	@	0	@	*	@	@	@	@	@
	P1	@	@	0	@	*	@	@	@	@	@
	M1	*	@	@	@	*	0	@	@	0	*
	M2	*	*	@	0	0	0	@	@	*	@
	IP	*	@	@	*	*	0	@	@	@	*
	PUD	0	0	@	@	@	*	@	@	@	@
	RMU	@	@	@	@	@	*	@	@	@	0
	HC	@	@	@	@	@	*	@	@	@	@
	COR	0	0	0	0	0	0	0	0	0	0

Exact Compatibility = 0  
 Compatible with Mitigation Measures = @  
 Incompatible = \*

# City of Rockledge Zoning Compatibility Matrix

ZONING DISTRICTS																			
Zoning	RCE	R-1	R-2	R-2A	R-3	TH	MH	RVP	C1	C1A	C2	P1	M1	M2	IP	PUD	RMU	HC	COR
RCE	0	0	0	@	@	@	@	@	*	*	*	@	*	*	*		0 @	@	
R-1	0	0	0	@	@	@	@	@	@	@	@	@	@	*	*		0 @	@	
R-2	0	0	0	@	@	@	@	@	@	@	@	@	@	*	*		0 @	@	
R-2A	@	@	@	0	@	@	@	@	@	@	@	@	@	@	@	@	@	@	
R-3	@	@	@	@	0	@	@	@	@	@	@	@	@	@	@	@	@	@	
TH	@	@	@	@	@	0	@	@	@	@	@	@	@	@	@	@	@	@	
MH	@	@	@	0	0	0	0	@	@	@	0	@	@	@	@	@	@	@	
RVP	@	@	@	0	0	0	@	0	@	@	0	@	@	@	@	@	@	@	
C1	*	@	0	0	0	0	@	@	0	@	0	@	@	@	@	@	@	@	
C1A	*	@	@	@	@	@	@	@	@	0	@	@	@	@	@	@	@	@	
C2	*	@	0	@	@	@	@	@	@	@	0	@	@	@	@	@	@	@	
P1	@	@	@	@	@	@	@	@	@	@	@	0	@	@	@	@	@	@	
M1	*	@	@	@	@	0	@	@	@	0	@	@	0	@	@	@	@	@	
M2	*	*	*	0	0	0	@	@	@	@	@	@	@	0	@	@	@	@	
IP	*	*	*	@	@	@	@	@	@	@	@	@	@	@	0	@	@	@	
PUD	0	0	0	@	@	@	@	@	@	@	@	@	@	@	@		0 @	@	
RMU	@	@	@	@	@	@	@	@	@	@	@	@	@	@	@	@		0 @	
HC	@	@	@	@	@	*	@	@	@	@	@	@	@	@	@	@	@	@	
COR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

Exact Compatibility = 0

Compatible with Mitigation Measures = @

Incompatible = \*



**Jim Ford, CFA**  
**Brevard County Property Appraiser - Map Search**



Sample Compatibility Test.  
North of Hess Station on Murrell Road.

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### Zoning Matrix:

Compatibility of zoning categories for encouraged uses in the districts. All SFD zoning categories (PUD, RCE, RI, and R2) having the primary intended use in Planning district 4 shall have 0 points assigned to the property, when abutting like zoning categories. Those zoning categories not having the primary use intended and abutting those which have a single-family detached (SFD) zoning shall have points assigned. Example: subject property is commercial: the property to the north is SFD, the property to the south SFD, the property to the west SFD and the property to the east is commercial. That property shall have 3 point assigned to it because it has unlike uses on three sides (the three SFD properties)

Points established 3

Subject	R 3	R 3	
East	R-o-w	R-o-w	
West	R-3	R 2	
North	C-1	R-2	
South	C-1	R 3	

### Land Use Matrix:

Compatibility of Land Use categories for encouraged uses in the districts are Medium Density Residential Land and Low Density Residential Land uses. Those properties having the primary intended land use in Planning District 4 shall have 0 points assigned to the property, when abutting same land uses. Those subject properties not having the primary use intended and abutting those which have a MDR or LDR land uses shall have points assigned. Example: subject property is Commercial: the property to the north is MDR, the property to the south MDR, the property to the west MDR and the property to the east is Commercial. That property shall have 3 point assigned to it because it has unlike uses on three sides (the three MDR properties)

Points established 2

Subject	Mixed Use	6	
East	R-o-w		
West	MDR		
North	MDR		
South	Mixed use	6	

### Residential/Residential density compatibility:

The assignment of densities has been established with each residential zoning code, this is further separated that all single-family detached districts are treated as being compatible. All multi-family districts are treated as being compatible; however, mitigation is required between those two uses. If the single-family district has a density of 5 units per acre and the adjacent property is multi-family having a density of 14 units per acre, then the points established will be 9. If the multi-family has a lower density like 9 and the single family has 5 then the points established will be 4. This will be important when mitigation guidelines are implemented. One point for every unit per acre difference.

Points established 6

2.61 acres @ 14  
3 acres @ 8  
60 units on.  
5.61 acres

Subject	R-3 (14)	R-3 8	10.7
East	Row.	R-3 14	
West	R-3 (8)	R-2 (5)	5
North	R-2 (5)	R-2 (5)	
South	C-1	R-3 (8)	

d.v.a.

d.v.a

5.7 or 6.

00040

### Residential/Commercial compatibility:

The assignment of densities has been established with each residential zoning code, this is further separated that all single-family detached districts are treated as being compatible. All multi-family districts are treated as being compatible; however, mitigation is required between those two uses. If the single-family district has a density of 5 units per acre and the adjacent property is multi-family having a density of 14 units per acre, then the points established will be 9. If the multi-family has a lower density like 9 and the single family has 5 then the points established will be 4. This will be important when mitigation guidelines are implemented. If the commercial property proposes to be built as an office and the FAR is .3, then 1 residential unit shall be calculated for each 933 s.f. of building.. One point for every unit per acre difference.

Points established N.A.

Subject			
East			
West			
North			
South			

### Industrial/Commercial Compatibility

The assignment of floor area ratios (FAR) has been established with each commercial and industrial zoning code, this is further separated that all commercial to commercial and all industrial to industrial are treated as being compatible. Mitigation is required between Industrial and commercial uses. The mitigation required is the setback and wall required noted in the land development regulations, except if the commercial is built to provide a residential component. The commercial property is required to provide Compatibility mitigation, not the Industrial property. If the Industrial property proposes to be built and the FAR is .3, then 1 residential unit shall be calculated for each 933 s.f. of building.. One point for every unit per acre difference.

Points established N.A.

Subject			
East			
West			
North			
South			

### Height:

Uses having the same height are more compatible than those having greater elevations. The assignment of heights have been established with each residential zoning code, and this is further separated that all single-family detached districts are treated as being compatible. All multi-family districts are treated as being compatible; however, compatibility mitigation is required between those two uses. If the single-family district has an allowable height of 25 feet and the adjacent property is multi-family having a height of 40 feet, then the points established will be 15. If the multi-family has a lower height like 35 feet and the single family has 25 feet then the points established will be 10. This will be important when mitigation practices are discussed.

Points established 15

Subject	40		
East	R-ow		
West	25		
North	25		
South	40		

Mitigation proposal from applicant: (26 points)

25-foot natural buffer 15 points (balance 11)

Buffer wall height increase to 8 feet (4 points) (balance 7)

Increase landscaping along properties having differing uses (must use at least one planting level).

Adding additional medium and small size trees.

Planting every 15 feet (4 points) (balance 3 points)

Buffering wall along r-o-w (3 points) (compatibility and consistency achieved)

**AMENDED**

**INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL  
FACILITY PLANNING AND SCHOOL CONCURRENCY**

**Brevard County, Florida**

**Entered into by:**

**Brevard County Board of County Commissioners,  
School Board of Brevard County, and  
the Cities or Towns of Cape Canaveral, Cocoa, Cocoa Beach, Indian Ocean, Indian  
Harbour Beach, Malabar, Melbourne, Melbourne Beach, Palm Bay, Palm Shores,  
Rockledge, Satellite Beach, Titusville, and West Melbourne**

**JUNE 2008**

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**INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL  
FACILITY PLANNING AND SCHOOL CONCURRENCY**

**Brevard County, Florida**

**THIS AGREEMENT** is entered into with the Brevard County Board of County Commissioners (hereinafter referred to as the "County"), the Commission or Council of the Cities or Towns of Cape Canaveral, Cocoa, Cocoa Beach, Indian Shores, Indian Harbour Beach, Malabar, Melbourne, Melbourne Beach, Palm Bay, Palm Shores, Rockledge, Satellite Beach, Titusville and West Melbourne (hereinafter referred to as the "Cities"), and the School Board of Brevard County (hereinafter referred to as the "School Board"), collectively referred to as the "Parties". The Towns of Melbourne Village and Grant-Valkaria qualify for an exemption from the ILA for School Concurrence at this time.

**WHEREAS**, the County, Cities and the School Board recognize their mutual obligation and responsibility for the education, nurturing and general well-being of the children within their community; and

**WHEREAS**, the County, Cities and the School Board are authorized to enter into this Agreement pursuant to Section 163.01, Section 163.3177(6)(h)2 and Section 1013.33, Florida Statutes (F. S.); and

**WHEREAS**, the Towns of Melbourne Village and Grant-Valkaria currently qualify for exemption in accordance with Section 163.3177(12)(b), F. S.; and

**WHEREAS**, the County, Cities, and School Board recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities planning programs: namely (1) better coordination of new schools in time and place with land development, (2) greater efficiency for the school board and local governments by placing schools to take advantage of existing and planned roads, water, sewer, and parks, (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the local governments, (4) better defined urban form by locating and designing schools to serve as community focal points, (5) greater efficiency and convenience by co-locating schools with parks, ball fields, libraries, and other community facilities to take advantage of joint use opportunities, and (6) reduction of pressures contributing to urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools; and

**WHEREAS**, the County, Cities and School Board have determined that it is necessary and appropriate for the entities to cooperate with each other to provide adequate public school facilities in a timely manner and at appropriate locations, to eliminate any deficit of permanent student stations, and to provide capacity for projected new growth; and

**WHEREAS**, Section 1013.33, F.S., requires that the location of public educational facilities must be consistent with the comprehensive plan and implementing land development regulations of the appropriate local governing body; and

**WHEREAS**, Sections 163.3177(6)(h) 1 and 2, F.S., require each local government to adopt an intergovernmental coordination element as part of their comprehensive plan that states principles and guidelines to be used in the accomplishment of coordination of the adopted

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comprehensive plan with the plans of the school boards, and describes the processes for collaborative planning and decision making on population projections and public school siting; and

**WHEREAS**, Sections 163.3177(7) and 1013.33, F.S., require the County, Cities and School Board to establish jointly the specific ways in which the plans and processes of the school board district and the local governments are to be coordinated; and

**WHEREAS**, Sections 163.3177, 163.3180(13), and 1013.33, F.S., require the County, Cities and School Board to update their Public School Interlocal Agreement to establish school concurrency to satisfy Section 163.3180 (13)(g)1, F.S. and

**WHEREAS**, The Agreement acknowledges both the school board's constitutional and statutory obligations to provide a uniform system of free public schools on a countywide basis, and the land use authority of local governments, including their authority to approve or deny comprehensive plan amendments and development orders; and

**WHEREAS**, the County and Cities are entering into this Agreement in reliance on the School Board's obligation to prepare, adopt and implement a financially feasible capital facilities program to achieve public schools operating at the adopted level of service consistent with the timing specified in the School District's Capital Facilities Plan, and the School Board's further commitment to update the plan annually to add enough capacity to the Plan in each succeeding fifth year to address projected growth in order to maintain the adopted level of service and to demonstrate that the utilization of school capacity is maximized to the greatest extent possible pursuant to Section 163.3180 (13)(c)2, F.S.; and

**WHEREAS**, the School Board, is entering into this Agreement in reliance on the County and Cities' obligation to adopt amendments to their local comprehensive plans to impose School Concurrency as provided in Section 163.3180(13), Florida Statutes; and

**WHEREAS**, Section 1002.33(1), F.S., states that charter schools shall be part of the state's program of public education and that all charter schools are public schools. A charter school may be formed by creating a new school or converting an existing public school to charter status.

**NOW THEREFORE**, be it mutually agreed among the School Board, the County and the Cities (hereinafter referred to collectively as the "Parties") that the following definitions and procedures will be followed in coordinating land use, public school facilities planning, and school concurrency.

## **SECTION 1. DEFINITIONS**

**Adjacent Concurrency Service Area:** A Concurrency Service Area which is contiguous to and touches the boundary of another Concurrency Service Area along one side to the extent practicable, taking into account water bodies, and limited access interstate corridors, and similar geographic limits. Concurrency Service Areas based on spot zoning that do not include a school within shall not be utilized in concurrency reviews for adjacency purposes.

**Attendance Zone:** The geographic area which identifies the public school assignment for students.

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**Capital Outlay Committee (COC):** Committee responsible for the oversight of school concurrency.

**Capital Outlay Full-Time Equivalent (COFTE):** The basis for student allocation for the Florida Education Finance Program for kindergarten through grade 12, established by the Florida Department of Education.

**Cities:** All municipalities in Brevard County, except any of those that are exempt from the requirements of school concurrency, pursuant to Section 163.3177(12), F.S.

**Charter School:** Public schools of choice which operate under a performance contract, or a "charter," in accordance with Section 1002.33, F.S.

**Class Size Reduction:** Florida Constitutional amendment creating class size limits for teacher to pupil ratios for core educational instruction. Beginning in the 2010 school year, a sufficient number of classrooms in a public school will permit:

1. The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for pre-kindergarten through grade 3 does not exceed 18 students;
2. The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 4 through 8 does not exceed 22 students; and
3. The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 9 through 12 does not exceed 25 students.

**Comprehensive Plan:** A plan that meets the requirements of Sections 163.3177 and 163.3178 F.S.

**Concurrency Service Area (CSA):** A geographic unit adopted by the School Board and local governments within which the level of service standard is measured when an application for residential development is reviewed for school concurrency purposes.

**Consistency:** Compatible with and furthering the goals, objectives and policies of the Comprehensive Plan Elements and this Agreement.

**Core Facilities:** The media center, cafeteria, toilet facilities and circulation space of an educational facility.

**Developer:** Any person, including a governmental agency, undertaking any construction.

**Development Order:** Any order granting, or granting with conditions, an application for a development permit.

**Development Permit:** Any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

**Educational Facility:** The buildings, equipment, structures, property and special educational

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use areas that are built, installed or established to serve educational purposes.

**Educational Facilities Impact Fee:** A fee designated to assist in the funding for acquisition and development of school facilities, owned and operated by the school district, needed to serve new growth and development.

**Educational Plant Survey:** A systematic study of present educational and ancillary plants and the determination of future needs to provide an appropriate educational program and services for each student based on projected capital outlay FTE's approved by the Department of Education.

**Exempt Local Government:** A municipality which is not required to participate in school concurrency when meeting all the requirements for having no significant impact on school attendance, per Section 163.3177(12)(b), F.S.

**Financial Feasibility:** An assurance that sufficient revenues are currently available or will be available from committed funding sources for the first 3 years, or will be available from committed or planned funding sources for years 4 and 5, of a 5-year capital improvement schedule for financing capital improvements, such as ad valorem taxes, bonds, state and federal funds, tax revenues, impact fees, and developer contributions, which are adequate to fund the projected costs of the capital improvements identified in the comprehensive plan necessary to ensure that adopted level-of-service standards are achieved and maintained within the period covered by the 5-year schedule of capital improvements. The requirement that level-of-service standards be achieved and maintained shall not apply if the proportionate-share process set forth in s. 163.3180(12) and (16) is used (ref. 163.3164(32) F.S.).

**Five-Year Capital Facilities Work Program:** The School Board's annually adopted financially feasible, five-year list of capital improvements which provide for student capacity to achieve and maintain the adopted level of service.

**Florida Inventory of School Houses (FISH):** The current edition, published by the Florida Department of Education, Office of Educational Facilities, listing all land and facilities owned or acquired under a long-term (40 or more years) lease agreement by local school boards (hereinafter referred to as "FISH").

**Full-Time Equivalent (FTE) Student Count:** Fall Semester: The fall semester count of all "full-time equivalent" students, pursuant to Chapter 1011.62, F.S.

**Level of Service (LOS):** A standard or condition established to measure utilization within a Concurrency Service Area Boundary.

**Local Governments:** Brevard County and its Cities.

**Maximum School Utilization:** The balance of student enrollment district-wide, to ensure the most efficient operation of each school within the adopted LOS standard, based on the number of permanent student stations according to the FISH inventory, taking into account the Florida Department of Education (FDOE) utilization factor, special considerations such as, core capacity, special programs, transportation costs, geographic impediments, court ordered desegregation, and class size reduction requirements to prevent disparate enrollment levels to the greatest extent possible.

**Permanent Capacity:** ~~The floor area in a permanent classroom required to house a student in an instructional program, as determined by the FDOE.~~ The number of factored permanent satisfactory student stations in the FDOE FISH inventory.

**Permanent Classroom:** An area within a school that provides instructional space for students assigned to a teacher which the school board considers not temporary and cannot be relocated.

**Program Capacity:** A FDOE regulated space within a school used to meet the needs of special programs, including exceptional education and English for Speakers of Other Languages (ESOL) classes, which contribute to a school's capacity.

**Proportionate Share Mitigation:** A developer improvement or contribution identified in a binding and enforceable agreement between the Developer, the School Board and the local government with jurisdiction over the approval of the development order to provide compensation for the additional demand on public school facilities created through the residential development of the property, as set forth in Section 163.3180(13)(e), F.S.

**Proposed New Residential Development:** Any application for new residential development or any amendment to a previously approved residential development, which results in an increase in the total number of housing units.

**Public Facilities:** Civic capital assets including, but not limited to, transit, sanitary sewer, solid waste, potable water, schools, parks, libraries and community buildings.

**Residential Development:** Any development that is comprised of dwelling units, in whole or in part, for permanent human habitation.

**School Board:** The governing body established Article IX, Section 4, of the Florida Constitution, which shall operate, control and supervise all free public schools within the school district and determine the rate of school district taxes within the limits prescribed.

**School Capacity:** ~~A school's ability to house maximum number of students permitted by the FISH inventory.~~ The maximum number of students that can be accommodated based on factored permanent satisfactory student stations in the FDOE FISH inventory.

**School Capacity Availability Determination Letter:** A letter prepared by the School District of Brevard County, identifying if school capacity is available to serve a residential project, and if capacity exists, whether the proposed development is approved or vested.

**School District:** The School District of Brevard County is created pursuant to Article IX, Section 4, of the Florida Constitution, which establish that each county shall constitute a school district unless otherwise established upon a vote of the electors of the county.

**School District Capital Facilities Work Program:** The adopted Brevard County School District's Five-Year Capital Plan and Capital Budget as authorized by Section 1013.35, F.S.

**School Impact Analysis (SIA):** A formal description of a residential project subject to school concurrency review provided by the developer for School District review in accordance with Section 13.1 of this Agreement.

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**Spot Zone:** A school attendance boundary area considered part of, but geographically detached from, the boundary area that includes the school facility.

**Temporary Classroom:** A movable classroom facility for non-permanent student stations.

**Tentative Educational Facilities Plan:** The School District's annual comprehensive capital planning document that includes long-range planning for facilities needs over 5-year, 10-year, and 20-year periods.

**Tiered Level of Service:** A level of service which is graduated over time, used to achieve an adequate and desirable level of service at the end of the planning period, as permitted by the Florida Statutes.

**Type of School:** An educational facility providing the same level of education, i.e. elementary, middle, junior/senior, or high school or special purpose school such as magnet school.

**Utilization:** The comparison of the total number of students enrolled to the total number of student stations (FISH) at a school facility.

## **SECTION 2. JOINT MEETINGS**

**2.1 Staff Working Group.** A staff working group comprised of staff representatives from the County, School Board, and Cities will meet on a semi-annual basis, in December and July, to discuss issues and formulate recommendations regarding coordination of land use and school facilities planning, including such issues as population and student projections, development trends, school needs, co-location and joint use opportunities, and ancillary infrastructure improvements needed to support the school and ensure safe student access. Representatives from the Regional Planning Council will also be invited to attend. A designee of the School Board shall be responsible for coordinating and convening the semi-annual meeting.

**2.2 Annual Meetings of Elected Officials.** One or more elected representatives of the County, each City and the School Board will meet annually in September to discuss the draft Tentative District Educational Facilities Work Plan, which includes the Five-Year Capital Facilities Program submission to DOE in a joint workshop session. A representative of the Regional Planning Council will also be invited to attend. The joint workshop sessions will provide the opportunity for the County, the Cities, and the School Board to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities. The Parties will discuss opportunities to co-locate schools with other public facilities such as parks, libraries, and community centers to the extent possible.

**2.3 Capital Outlay Committee (COC).** The Parties hereby establish a Capital Outlay Committee (COC) for the purpose of reviewing potential sites for new schools, proposals for significant renovation, potential closure of existing schools and opportunities to co-locate schools with other public facilities such as parks, libraries, and community centers to the extent possible. Based on information gathered during the review, the COC will submit recommendations to the Superintendent or designee. Additionally, the COC will be a standing committee to review the School District's annual Five-Year Capital Facilities Work Program in

accordance with Section 4.1 and 10 of this Agreement, and serve as the required oversight committee for school concurrency as detailed in Section 14 of this Agreement. In addition to appropriate representatives of the School Board, the Committee will include at least one staff member from the County and a representative from each of the participating Cities.

### **SECTION 3. STUDENT ENROLLMENT AND POPULATION PROJECTIONS**

**3.1 Population And Student Enrollment Projections Distributed Annually.** In fulfillment of their respective planning duties, the County, Cities, and School Board agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment. At the first staff working group meeting of the school year described at subsection 2.1, the County and Cities shall provide updated five-year municipal population projections and the School Board will supply the annually updated student enrollment projections.

**3.2 Student Projections.** The School Board shall use student population projections based on information produced by the demographic data, where available, as modified by the School Board based on development data and agreement with the Cities and the County. ~~The School Board may request adjustment to the projections to reflect actual enrollment and development trends. In formulating such a request, the School Board will coordinate with the Cities and County regarding development trends and future population projections.~~

### **SECTION 4. COORDINATING AND SHARING OF INFORMATION**

**4.1 Tentative District Educational Facilities Work Plan.** By August 1<sup>st</sup> of each year, the School Board shall submit to the County, each City and the Capital Outlay Committee (COC) the Tentative District Educational Facilities Plan prior to adoption by the Board.

- (a) The plan will be consistent with the requirements of Section 1013.35, F.S., and include projected student populations apportioned geographically based on Florida Department of Education (DOE) Capital Outlay Full-Time Equivalent (COFTE) projections data, apportioned to each school based on the student projections described in Section 3.2 above, an inventory of existing school facilities, projections of facility space needs, information on relocatables, general locations of new schools for the 5, 10, 20-year time periods, and options to reduce the need for additional permanent student stations.
- (b) The plan will also include the financially feasible School District Capital Facilities Work Program for a 5-year period. The Cities and County shall review the plan and provide written comments to the School Board prior to September 1<sup>st</sup>.
- (c) If the local government does not support the plan, the matter shall be resolved pursuant to Section 17 of this Agreement.

**4.2 Educational Plant Survey.** Three months prior to preparation of the Educational Plant Survey update, the staff working group established in subsection 2.1 will assist the School Board in an advisory capacity in the preparation of the update. The Educational Plant Survey shall be consistent with the requirements of Section 1013.31, F.S., and include at least an inventory of existing educational facilities, recommendations for new and existing facilities, and the general location of each in coordination with the land use plan. Upon receipt of the

Educational Plant Survey, the Staff Working Group will have fifteen (15) calendar days to evaluate and make recommendations regarding the location and need for new schools, significant renovation or expansion, and closures of educational facilities, and the consistency of such plans with the local government comprehensive plan and relevant issues listed in subsections 5.2, 5.3, 6.1, 7.4 and 8.1 of this Agreement.

## **SECTION 5. SCHOOL SITE SELECTION, RENOVATIONS, AND SCHOOL CLOSURES**

**5.1 New School Sites.** When the need for a new school is identified in the annual capital facilities work program, the COC will review a list of potential sites in the area of need. The list of potential sites for new schools will be submitted to the local government with jurisdiction for an assessment regarding consistency with the local government comprehensive plan. The coordination process shall be in accordance with Chapter 1013.33 F.S. as follows:

- (a) To improve coordination relative to potential educational facility sites, the school board shall provide written notice to the local government that has regulatory authority over the use at least 60 days prior to acquiring or leasing property that may be used for a new public educational facility.
- (b) The local government, upon receipt of this notice, shall notify the board within 45 days if the site proposed for acquisition or lease is consistent with the land use categories and policies of the local government's comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to 5.1(c).
- (c) As early in the design phase as feasible and consistent with this Agreement entered, but no later than ~~90~~ 180 days before commencing construction, the district school board shall in writing request a determination of consistency with the local government's comprehensive plan.
- (d) The local governing body that regulates the use of land shall determine, in writing within 45 days after receiving the necessary information and a school board's request for a determination, whether a proposed educational facility is consistent with the local comprehensive plan and consistent with local land development regulations. If the determination is affirmative, school construction may commence and further local government approvals are not required, except as provided in this section.
- (e) Failure of the local governing body to make a determination in writing within 90 days after a school board's request for a determination of consistency shall be considered an approval of the school board's application. Campus master plans and development agreements must comply with the provisions of Sections 1013.30 and 1013.63 F.S.
- (f) If a determination is made that a proposed school site is not consistent with the comprehensive plan, the local government shall identify whether it will support necessary amendments to the comprehensive plan required to make the school site consistent. Based on the information gathered during this review for new schools, the COC will make a recommendation to the Superintendent or designee if one or more sites have been identified, in the order of preference.
- (g) If the local government does not support the proposed School District's choice for a school site, the matter shall be resolved pursuant to Section 17 of this Agreement.

**5.2 School Site Plan Review.** Once a school site has been selected and site design has begun, the School Board shall provide the local government the opportunity to review and comment on the proposed site plan as early in the design phase of the new public educational facilities as feasible.

- (a) A local governing body may not deny the site applicant based on adequacy of the site plan as it relates solely to the needs of the school. If the site is consistent with the comprehensive plan's land use policies and categories in which public schools are identified as allowable uses, the local government may not deny the application but it may impose reasonable development standards and conditions in accordance with s.1013.51(1) and consider the site plan and its adequacy as it relates to environmental concerns, health, safety and welfare, and effects on adjacent property. Standards and conditions may not be imposed which conflict with those established in Chapter 1013 F.S. or the Florida Building Code, unless mutually agreed to as a part of this Agreement.

**5.3 Major Renovations and Closures.** When the need for a major renovation that changes the primary use of a facility, ~~includes~~ including stadiums, or results in a greater than 5 percent increase or decrease in student capacity, or the closure of a school an educational facility has been identified by the School District, the (COC) will review the proposed change to determine the impact the renovation or closure will have on the adopted level of service for schools and provide a recommendation to the school board regarding the proposed change. The School Board shall provide the local government having jurisdiction the opportunity to review and comment on a proposed major renovation as early in the design phase as feasible, and terms as described in Paragraph 5.2(a) above shall apply to the review by the local government.

## **SECTION 6. SUPPORTING INFRASTRUCTURE**

**6.1 Joint Consideration of On-Site and Off-Site Improvements.** In conjunction with the land use consistency determination described in subsection 5.1 of this Agreement, the School Board and affected local government will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed major renovation of an existing school. The School Board and the affected local government will enter into a written agreement identifying the timing, location, and the party or parties responsible for financing constructing, operating and maintaining the required improvements.

## **SECTION 7. LOCAL PLANNING AGENCIES (LPA), COMPREHENSIVE PLAN AMENDMENTS, REZONINGS, AND DEVELOPMENT APPROVALS**

**7.1 Appointed LPA Members.** The County and Cities will include a nonvoting representative appointed by the School Board on the local planning agencies, or equivalent agencies, to attend those meetings at which the agendas consider comprehensive plan amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application. The Cities and County may at their discretion grant voting status to the appointed School Board member.

**7.2 County and City Development Applications Shared with the School Board.** The County and the Cities shall give the School Board Superintendent notification of land use applications and development proposals pending before them that may affect student



enrollment, enrollment projections, or school facilities in accordance with Section 13 of this Agreement. Such notice will be provided concurrently with receipt of the application. This notice requirement applies to amendments to the comprehensive plan future land use map, rezonings, developments of regional impact, and/or major residential or mixed-use development projects.

**7.3 Criteria for Evaluating Residential Development Applications.** In addition to the regulatory review process for school concurrency described in Section 13 of this Agreement, reviewing and approving Comprehensive Plan amendments, rezonings, for residential development proposals, the County and Cities will also consider the following issues, as applicable:

- (a) The consideration of School Board comments on residential development proposals;
- (b) The provision of school sites and facilities within neighborhoods;
- (c) The compatibility of land uses adjacent to existing schools and reserved school sites;
- (d) The co-location of parks, recreation and neighborhood facilities with school sites;
- (e) The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;
- (f) The existing traffic circulation pattern serving schools and their surrounding neighborhood;
- (g) The provision of off-site signalization, signage, access improvements, and sidewalks to serve schools;
- (h) The location / inclusion of school bus stops and turnarounds, and
- (i) The impact of development proposals on the public school facilities capital plan.

**7.4 Formulating City and County Plans and Programs.** In formulating community development plans and programs, the County and Cities will consider the following issues:

- (a) Scheduling of capital improvements that are coordinated with and meet the capital needs identified in the School District's Five-Year Capital Facilities Work Program;
- (b) Providing incentives to the private sector to identify and implement creative solutions to developing adequate school facilities in residential developments;
- (c) Targeting community development improvements in older and distressed neighborhoods near schools; and
- (d) Working to address and resolve multi-jurisdictional public school issues.

## **SECTION 8. CO-LOCATION AND SHARED USE**

**8.1 Co-location and Shared Use.** The co-location and shared use of facilities are

important to both the School Board and local governments. The School Board will look for opportunities to co-locate and share use of school educational facilities and give public facilities when preparing the District's Five-Year Capital Facilities Work Program. Likewise, co-location and shared use opportunities will be considered by the local governments when preparing the annual update to the comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. Opportunities for co-location and shared use with public schools will be considered for the following:

- (a) Libraries;
- (b) Parks and recreation facilities;
- (c) Community centers;
- (d) Auditoriums;
- (e) Learning centers;
- (f) Museums;
- (g) Performing arts centers, and
- (h) Stadiums.

In addition to the above, co-location and shared use of school and governmental facilities for health care and social services will be considered.

**8.2 Mutual Use Agreement.** For each instance of co-location and shared use, the School Board and local government shall enter into a separate agreement which addresses liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from co-location and shared use.

## **SECTION 9. SPECIFIC RESPONSIBILITIES OF THE PARTIES**

**9.1 Specific Responsibilities of the County and Cities.** When the Comprehensive Plan amendments adopted in accordance with Section 11 of this Agreement become effective, the County and Cities shall undertake the following activities:

- (a) Adopt the required school concurrency provisions into their Land Development Regulations (LDR) consistent with the time frame established by law, the requirements of this Agreement, and the County and Cities' comprehensive plans, unless electing to be bound by the provisions established by the County.
- (b) Withhold the approval of any rezoning, site plan, preliminary plat, or functional equivalent for new residential units not exempted under Section 13.1(c) of this Agreement, until the School District has reported that there is school capacity available to serve the development being approved consistent with the requirements of this Agreement.
- (c) Share information with the School District regarding population projections, projections of development and redevelopment for the coming year, infrastructure required to

support public school facilities, and amendments to future land use plan elements consistent with the requirements of this Agreement.

- (d) Maintain data for approved new residential development. The data shall be provided to the School District annually by October 15<sup>th</sup>, and include at a minimum, the following:
  - 1. Development name and location
  - 2. Total number of dwelling units by unit type (single-family, multi-family, etc.)
  - 3. Impact fee calculation
  - 4. Total number of dwelling units with certificates of occupancy (CO) by development
- (e) Transmit site plans, preliminary plats and final plats for approved new residential development upon request by the School District, for their review and comment.
- (f) Annually, coordinate with the school board the review of the entire PSFE

**9.2 Specific Responsibilities of the School Board.** By entering into this Agreement, the School Board agrees to undertake the following activities:

- (a) Annually prepare and update a financially feasible Five-Year Capital Facilities Work Program containing enough capacity each year to meet the anticipated demand for student stations identified by the COFTE and local government population projections so that no schools exceed the adopted level of service.
- (b) Institute program and/or school attendance boundary adjustments as necessary based upon adopted School Board Policy to maximize the utilization of capacity in order to ensure that all schools of each type (elementary, middle, high) in each Concurrency Service Area and each individual school operate at the adopted level of service, consistent with the requirements of this Agreement.
- (c) Construct the capacity enhancing and modernization projects necessary to maintain the adopted level of service specified in the School District Five-Year Capital Facilities Work Program.
- (d) Consider utilizing charter schools built in conformance with School District standards to expand the capacity of the public school system and mitigate the educational impact created by the development of new residential dwelling units.
- (e) Provide the County and Cities with the required data and analysis updated annually to support the comprehensive plan elements and any amendments relating to school concurrency.
- (f) Adopt a ten- and twenty-year work program consistent with the requirements of this Agreement.
- (g) Review proposed new residential developments for compliance with concurrency standards, consistent with the requirements of this Agreement.

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- (h) Review proportionate share mitigation options for new residential development consistent with the requirements of this Agreement.
- (i) Prepare annual reports on enrollment and capacity, consistent with the requirements of this Agreement.
- (j) Provide necessary staff and material support for meetings of the COC as required by this Agreement.
- (k) Provide information to the County and Cities regarding enrollment projections, school siting, infrastructure necessary to support public school facilities, and amendments to future land use plan elements consistent with the requirements of this Agreement.
- (l) Annually, coordinate with the local governments the review of the entire PSFE.

## **SECTION 10. SCHOOL DISTRICT CAPITAL IMPROVEMENT PLAN**

**10.1 School District's Five-Year Capital Facilities Work Program.** In preparation of the School District's Five-Year Capital Facilities Work Program and each annual update, the School Board shall undertake the following:

- (a) Update and adopt the School District's Five-Year Capital Facilities Work Program for public schools in Brevard County on or before September 30<sup>th</sup> of each year, adding a new financially feasible fifth year that will achieve and maintain the adopted LOS for the five-year period.
- (b) Specify all new construction, remodeling or renovation projects which will add permanent capacity or modernize existing facilities.
- (c) Prepare the School District's Five-Year Capital Facilities Work Program and each annual update to provide a financially feasible program of school construction for a five (5) year period.
- (d) Include school construction projects which, when completed, will add sufficient capacity to achieve and maintain the adopted LOS standard for all schools based on the projected enrollment; provide for required modernizations; and satisfy the School District's constitutional obligation to provide a uniform system of free public schools on a county-wide basis.
- (e) Include a description of each school project, a listing of funds to be spent in each fiscal year for the planning, preparation, land acquisition, and actual construction and renovation of each school project which adds capacity or modernizes existing facilities; the amount of capacity added, if any; and a generalized location map for proposed schools included in the School District's Five-Year Capital Facilities Work Program.
- (f) Maximize utilization of existing schools so that proposed projects add the necessary capacity to maintain the adopted Level of Service standard.
- (g) The School District's Five-Year Capital Facilities Program and each annual update shall

identify the projected enrollment, capacity and utilization percentage of all schools. The School District shall annually update the Concurrency Service Area Boundary Tables, as necessary, and the School District's Five-Year Capital Facilities Work Program.

**10.2 Tentative Educational Facilities Plan.** In addition to the adopted School District's Five-Year Capital Facilities Work Program, the School District shall annually adopt a tentative five-year, ten-year and a twenty-year work plan based upon revenue projections, enrollment projections and facility needs for the ten-year and twenty-year period. It is recognized that the projections in the ten- and twenty-year time frames are tentative and should be used only for general planning purposes. Upon completion, the Tentative Educational Facilities Plan will be transmitted to the local governments.

**10.3 Transmittal.** The School District shall transmit to the County, the local governments and the COC copies of the proposed Tentative Educational Facilities Plan, which includes the Five-Year Capital Facilities Work Program, for review and comment. The annually updated Five-Year Capital Facilities Work Program ~~contains the Five-Year Capital Improvements Summary Table, demonstrating~~ demonstrates the financial feasibility of the Program. Transmittal to the COC, the Cities and the County shall occur on or before August 1<sup>st</sup> of each year commencing after the effective date of this Agreement.

**10.4 Adoption.** Unless the adoption is delayed by mediation or a lawful challenge, the School Board shall adopt the School District's Five-Year Capital Facilities Work Program no later than September 30<sup>th</sup>, and it shall become effective no later than October 1<sup>st</sup> of each year.

**10.5 Amendments to the School District's Five-Year Capital Facilities Work Program.** The School Board shall not amend the School District's Five-Year Capital Facilities Work Program so as to modify, delay or delete any project in the first three (3) years of the Program unless the School District, with the concurrence of a majority vote by its Board members, provides written confirmation that:

- (a) The modification, delay or deletion of a project is required in order to meet the School District's constitutional obligation to provide a county-wide uniform system of free public schools or other legal obligations imposed by state or federal law; or
- (b) The modification, delay or deletion of a project is occasioned by unanticipated change in population projections or growth patterns or is required in order to provide needed capacity in a location that has a current greater need than the originally planned location and does not cause the adopted LOS to be exceeded in the Concurrency Service Area from which the originally planned project is modified, delayed or deleted; or
- (c) The project schedule or scope has been modified to address local government concerns, and the modification does not cause the adopted LOS standard to be exceeded in the Concurrency Service Area from which the originally planned project is modified, delayed or deleted; and
- (d) The COC, as the required oversight committee for school concurrency as detailed in Section 14 of this Agreement, has had the opportunity to review the proposed amendment and has submitted its recommendation to the Superintendent or designee.
- (e) The School Board may amend at anytime the Five-Year Capital Facilities Work Program to add necessary capacity projects to satisfy the provisions of this Agreement. For

additions to the Five-Year Capital Facilities Work Program, the School Board must demonstrate its ability to maintain the financial feasibility of the Program.

## **SECTION 11. COMPREHENSIVE PLAN ELEMENTS**

**11.1 Required Comprehensive Plan Amendments.** The County and the Cities agree to adopt the following Comprehensive Plan amendments ~~no later than March 1, 2008 upon the execution of this Agreement.~~ All three elements (PSFE, CIE, and ICE) will be adopted in the same amendment package. The timing for the adoption of PSFE shall be set for the same time as the adoption of the ICE and the CIE update.

- (a) An amended Capital Improvement Element (CIE) shall include the School Board of Brevard County ~~Capital Improvements Summary Table~~ Capital Facilities Work Program. The School Board's ~~Capital Improvements Summary Table~~ Capital Facilities Work Program in the CIE shall be adopted and annually updated consistent with the updated and adopted School District's Five-Year Capital Facilities Work Program. The School District's data and analysis shall demonstrate that the School District's Capital Facilities Work Program is financially feasible for the five year period. The amended ~~table~~ program shall be included in the next comprehensive plan amendment, but no later than December 1<sup>st</sup>, following the annual adoption of the Five-Year Capital Facilities Work Program by the School Board.
- (b) That the CIE uniformly sets forth a financially feasible public school capital facilities program, consistent with the adopted Level of Service standards for public schools.
- (c) A Public School Facilities Element (PSFE) consistent with the requirements of Section 163.3177 (12) and 163.3180 Florida Statutes and this Agreement.
- (d) An amended Intergovernmental Coordination Element as required by Section 163.3177(6)(h)1 and 2., Florida Statutes and this Agreement.
- (e) Each jurisdiction's amendments shall be consistent with this Agreement, and those adopted by the other jurisdictions as required by Section 163.3180, Florida Statutes.

**11.2 Development, Adoption and Amendment of the Capital Improvements Element (CIE).** The School District shall transmit the adopted Five-Year Capital Facilities Work Program based on data and analysis supporting financial feasibility and the ability to achieve and maintain the adopted LOS. The annual update or any amendment to the School District's Five-Year Capital Facilities Work Program, once adopted by the School Board, shall be transmitted to the County and the Cities. The update will include a new financially feasible fifth year to the CIE that will achieve and maintain the adopted LOS for the five year period. The County and the Cities shall adopt the School District's Five-Year Capital Facilities Work Program into the Capital Improvement Element of their Comprehensive Plans.

- (a) ~~Corrections or modifications to the School District's Five-Year Capital Improvement Summary Table which are consistent with the School District's Five-Year Capital Facilities Work Program concerning costs, revenue sources, or acceptance of facilities pursuant to dedications, may be accomplished by ordinance, and shall not be deemed an amendment to the comprehensive plan. A copy of the ordinance shall be transmitted to the State of Florida Department of Community Affairs.~~

- (b) The County and the Cities, by adopting "The School District of Brevard County Five-Year Capital Facilities Work Program in the Capital Improvements Element of the Local Government's Comprehensive Plan, shall have neither the obligation nor the responsibility for funding the School District Five-Year Capital Facilities Work Program.

**11.3 Development, Adoption and Amendment of the Public School Facilities Element (PSFE).** The County and the Cities shall adopt a Public School Facilities Element which is consistent with those adopted by the other local governments within the County. The PSFE must also be consistent with this Agreement, Chapter 163.3177(12), F.S., and Rule 9J-5.025, F.A.C. The County and the Cities shall notify the COC when this element is adopted and when the element becomes effective.

- (a) In the event that it becomes necessary to amend the PSFE, the local government wishing to initiate an amendment shall request review through the COC prior to transmitting the amendment to the Department of Community Affairs pursuant to Section 163.3184, F.S. The COC shall be responsible for distributing the amendment to all Parties to this Agreement for review and comment.

1. To achieve required consistency, all local governments shall adopt the amendment in accordance with the statutory procedures for amending comprehensive plans.
2. If any local government objects to the amendment and the dispute cannot be resolved between or among the Parties, the dispute shall be resolved in accordance with the provisions set forth in this Agreement. In such a case, the Parties agree not to adopt the amendment until the dispute has been resolved.

- (b) Any local issues not specifically required by Statute or Rule in the PSFE may be included or modified in the Local Government PSFE by following the normal Comprehensive Plan amendment process and COC review.

**11.4 Intergovernmental Coordination Element (ICE).** The process for the development, adoption, and amendment of the Intergovernmental Coordination Element, for school concurrency purposes, shall be that process set forth below and pursuant to Section 163.3184, F.S.

- (a) In the event that it becomes necessary to amend the ICE, the local government wishing to initiate an amendment shall request review through the COC prior to transmitting the amendment to the Department of Community Affairs pursuant to Section 163.3184, F.S. The COC shall be responsible for distributing the amendment to all Parties to this Agreement for review and comment.

1. To achieve required consistency, all local governments shall adopt the amendment in accordance with the statutory procedures for amending comprehensive plans.
2. If any local government objects to the amendment and the dispute cannot be resolved between or among the Parties, the dispute shall be resolved in accordance with the provisions set forth in this Agreement. In such a case, the Parties agree not to adopt the amendment until the dispute has been resolved.

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## SECTION 12. SCHOOL CONCURRENCY PROGRAM

**12.1 Commencement of School Concurrency.** The School Concurrency Program described in this Agreement shall ~~commence on July 1, 2008~~ be implemented no later than the effective date of the Public School Facilities Element (PSFE).

**12.2 Concurrency Service Area (CSA) Boundaries.** The Parties hereby agree that School Concurrency shall be measured and applied using a geographic area known as a Concurrency Service Area (CSA) which shall coincide with the school attendance boundaries, as adopted by the School Board. The mapping of the CSAs shall be included in the data and analysis of the Public School Facilities Element ~~and are provided in Appendix "A" of this Agreement.~~

(a) The County and Cities shall adopt the standards for modification of the Concurrency Service Area boundary maps as defined here into the PSFE of the Comprehensive Plan.

1. The School District and local governments shall apply school concurrency on a less than district-wide basis, using the school attendance zones, in which the school is located, as the CSA. Use of this method will create a separate concurrency service area boundary map for each elementary, middle and high school. Each school attendance zone will become its own CSA.
2. Charter schools and magnet schools will not have their own CSA. Charter and magnet schools are open to all students residing within the district; and students are generally accepted through application approval. These special public schools vary in size, and may target a specific type of student and can limit the age groups or grade levels.

(b) As future school boundary changes are required for schools programmed in the Brevard School District Five-Year Capital Facilities Work Program, the CSAs shall be modified to the greatest extent possible to provide maximum utilization. The School District will perform as lead agency for coordination and review of proposed changes to the CSAs.

(c) Any Party may propose a change to the CSA boundaries. Prior to adopting any change, the School District must verify that as a result of the change:

1. The adopted level of service standards will be achieved and maintained for each year of the five-year planning period; and
2. The utilization of school capacity will be maximized to the greatest extent possible, taking into account transportation costs, court approved desegregation plans and other relevant factors.

(d) The Parties shall observe the following process for the timing of the review and approval for modifying CSA boundary maps.

1. At such time as the School District determines that the change is appropriate considering the above standards, the School District shall transmit the proposed CSA boundaries and data and analysis to support the changes to the Cities, to the County and to the COC.



2. The County, Cities and COC shall review the proposed amendment and send their comments to the School District within forty five (45) days of receipt.
3. The change to a Concurrency Service Area boundary shall become effective upon final adoption of the new school boundaries by the School Board.

(e) The Parties hereby agree that the "spot zoned" geographic areas of a school attendance boundary do not constitute additional adjacencies.

**12.3 Level of Service (LOS).** To ensure the capacity of schools is sufficient to support student growth, the County, Cities and School District shall adopt a LOS for all schools of the same type. The Parties hereby agree that the desired LOS standard shall be 100% of Permanent FISH capacity for each elementary, middle, and high school, and any combination or magnet school.

(a) To ensure that the capacity of all schools is sufficient to support student growth at the adopted LOS for the five-year planning period and through the long term planning period for each CSA, the Parties hereby establish a Tiered LOS, as provided in Appendix "B A" of this Agreement to achieve the adopted LOS. Upon achieving the LOS standard of 100% of Permanent FISH capacity, by school year ~~2012-2013~~ 2011-2012, the Tiered LOS will be terminated.

(b) The School District may use a Tiered LOS standard to provide, ~~an~~ during the five year planning period, the opportunity to eliminate any deficits in capacity while maintaining a financially feasible Five-Year Capital Facilities Work Program. During the time that the Tiered LOS is in effect, the School District shall initiate necessary program changes, boundary adjustments, and/or provide additional capacity to prevent the LOS standard from being exceeded at the end of the five-year planning period.

1. The Tiered LOS Table, provided as Appendix "B A" of this Agreement, shall be incorporated in the Public School Facilities Element and Capital Improvement Element of local governments' comprehensive plans. The Tiered LOS will be reduced over ~~a specific time~~ the planning period until a LOS of 100% is attained. The Tiered LOS and the timeframe necessary to achieve a LOS of 100% shall be based on the financially feasible School District Five-Year Capital Facilities Work Program as adopted by the School Board.

2. The Tiered LOS shall be supported with data and analysis demonstrating how LOS will be ~~maintained and achieved~~ achieved and maintained.

**12.4 School Concurrency Regulations.** ~~By July 1, 2008,~~ Each Local Government shall adopt school concurrency provisions into its land development regulations (LDR) consistent with the requirements of this Agreement.

(a) The County and the Cities shall amend their LDRs to adopt school concurrency provisions for the review of development orders.

1. In the event that any participating City does not adopt LDRs, that government shall be deemed to have "opted in" to the County regulations and agrees to be bound by the terms and provisions therein until it adopts its own ordinance.

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2. At any time, any Local Government may opt out of the County's implementing ordinance through implementing its own ordinance.

### **SECTION 13. UNIFORM SCHOOL CONCURRENCY PROCESS**

**13.1 General Provisions.** The County, the Cities and the School Board shall ensure that the Level of Service Standard established for each school type is maintained.

- (a) Upon adoption of the PSFE, no rezoning, site plan, preliminary plat, or functional equivalent for new residential development may be approved by the County or Cities, unless the residential development is exempt from these requirements as provided in Section 13.1 (c) of this Agreement, or until a School Capacity Availability Determination Letter (SCADL) has been issued by the School Board to the local government indicating that adequate school facilities exist.
- (b) A local government may condition the approval of the residential development to ensure that the necessary school capacity is in place to meet the adopted LOS at the time of residential impacts, in order to validate or render effective the approval. This shall not limit the authority of a local government to deny a development permit or its functional equivalent, pursuant to its home rule regulatory powers.
- (c) The following residential uses shall be considered exempt from the requirements of school concurrency:
  1. All single family lots of record at the time the School Concurrency implementing ordinance becomes effective.
  2. Any new residential development that has a preliminary plat or site plan approval or the functional equivalent for a site specific development order prior to the commencement date of the School Concurrency Program.
  3. Any amendment to any previously approved residential development, which does not increase the number of dwelling units or change the type of dwelling units (single-family to multi-family, etc.).
  4. Any age restricted community with no permanent residents under the age of eighteen (18). Exemption of an age restricted community will be subject to a restrictive covenant limiting the age of permanent residents to 18 years and older.
  5. The replacement of an existing residential dwelling unit, including those partially or entirely damaged, destroyed or demolished, with a new unit of the same type and use provided that the existing unit has been occupied at some time during the five-year period immediately preceding the construction of the new unit.
- (d) Upon request by a developer submitting a land development application with a residential component, the local government or the School District may issue a determination as to whether or not a development, lot or unit is exempt from the requirements of school concurrency.

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### 13.2 School Concurrency Application Review

- (a) Any developer submitting a development permit application (such as a rezoning, site plan or preliminary plat) with a residential component that is not exempt under Section 13.1(c) of this Agreement is subject to school concurrency and must prepare and submit a School Impact Analysis (SIA) to the local government, for review by the School District in order to determine the availability of school capacity within the adopted LOS standard.
- (b) The SIA must indicate the location of the development, number of dwelling units and unit types (single-family, multi-family, apartments, etc.), a phasing schedule (if applicable), and age restrictions for occupancy (if any). The local government shall initiate the review by determining that the application is sufficient for processing. Upon determination of application sufficiency, the local government shall transmit the SIA to the School District representative for review. A flow chart outlining the school concurrency review process is included as Appendix "D C". The process is as follows:
  - 1. An application for residential development is submitted to the local government initiating a sufficiency review. Once deemed sufficient, the local government transmits the SIA to the School District for review. The School Board may charge the applicant a non-refundable application fee payable to the School Board to meet the cost of review.
  - 2. The School District representative shall review the applicant's SIA for a residential development which has been submitted and deemed sufficient for processing by the applicable local government.
  - 3. The School District representative shall review each SIA in the order in which it is received and verify whether sufficient student stations for each type of school are available or not available in the proposed development's CSA to support the development.
    - a. To determine a proposed development's projected students, the proposed development's projected number and type of residential units shall be converted into projected students for all schools of each type within the specific CSA using the School District Student Generation Multiplier (SGM), as established by the method described in Appendix "E B," which shall be reviewed annually and amended as necessary to reflect the current district wide student generation rates.
    - b. New school capacity within a CSA which is in place or under actual construction in the first three years of the School District's Capital Facilities Work Program will be added to the capacity shown in the CSA, and is counted as available capacity for the residential development under review.
- (c) If the projected student growth from a residential development causes the adopted LOS to be exceeded in the CSA, an adjacent CSA will be reviewed for available capacity.
  - 1. In conducting the adjacency review, the School District shall first use the adjacent CSA with the most available capacity to evaluate projected enrollment and, if necessary, shall continue to the CSA with the next most available capacity

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until all adjacent CSAs have been evaluated or the available capacity has been identified to allow a SCADL approving school concurrency to be issued.

2. If a proposed new development causes the LOS in the CSA in which it is located to exceed the adopted LOS standard and there is available capacity in an adjacent CSA, actual development impacts shall be shifted to the contiguous CSA having available capacity. This shift shall be accomplished through boundary changes or by assigning future students from the development to an adjacent CSA. Sub-section 12.2(e) of this Agreement shall be observed when considering adjacent capacity.

- (d) In the event that there is not adequate capacity available in the CSA in which the proposed development is located or in an adjacent CSA to support the development, the School District representative will issue a SCADL within ~~twenty (20)~~ ten (10) working days detailing why the development is not in compliance, and offer the applicant the opportunity to enter into a negotiation period to allow time for the mitigation process described below in Section 13.5 of this Agreement. If the proposed mitigation is accepted, the School Board shall enter into an enforceable and binding agreement with the affected local government and the developer pursuant to Section 13.5 of this Agreement.
- (e) When capacity has been determined to be available, the School District representative shall issue a SCADL verifying available capacity to the applicant and the affected local government within ten (10) working days of receipt of the application.
- (f) The local government shall be responsible for notifying the School District representative when a residential development has received a Concurrency Evaluation Finding of Nondeficiency or functional equivalent, when the development order for the residential development expires or is revoked, and when its school impact fees have been paid.

**13.3 School Concurrency Approval.** Issuance of a SCADL by the School District identifying that adequate capacity exists indicates only that school facilities are currently available, and capacity will not be reserved until the local government issues a Concurrency Evaluation Finding of Nondeficiency, or the functional equivalent.

- (a) A local government shall not issue a Concurrency Evaluation Finding of Nondeficiency or functional equivalent for a residential development until receiving confirmation of available school capacity in the form of a SCADL from the School District. Once the local government has issued a Concurrency Evaluation Finding of Nondeficiency or functional equivalent, school concurrency for the residential development shall be valid for the life of the Concurrency Evaluation Finding of Nondeficiency or functional equivalent. Expiration, extension or modification of a Concurrency Evaluation Finding of Nondeficiency or functional equivalent for a residential development shall require a new review for adequate school capacity to be performed by the School Board.
- (b) Local governments shall notify the School District within ten (10) working days of any official change in the validity (status) of a Concurrency Evaluation Finding of Nondeficiency or functional equivalent for a residential development.
- (c) The Local Government shall not issue a building permit or its functional equivalent for a non-exempt residential development until receiving confirmation of available school

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capacity from the School District in the form of a SCADL. Once the local government has issued a Concurrency Evaluation Finding of Nondeficiency or functional equivalent, school concurrency for the residential development shall be valid for the life of the Concurrency Evaluation Finding of Nondeficiency or functional equivalent.

**13.4 Development Review Table.** The School District shall create and maintain a Development Review Table (DRT) for each CSA, and will use the DRT to compare the projected students from proposed residential developments to the CSAs available capacity programmed within the first three years of the current five-year capital planning period.

- (a) Student enrollment projections shall be based on the most recently adopted School District Capital Facilities Work Program, and the DRT shall be updated to reflect these projections. Available capacity shall be derived using the following formula:

$$\text{Available Capacity} = \text{School Capacity}^1 - (\text{Enrollment}^2 + \text{Vested}^3)$$

Where

<sup>1</sup> School Capacity = FISH Capacity (As programmed in the first three (3) years of the School District's Capital Facilities Work Program

<sup>2</sup> Enrollment = Student enrollment as counted at the Fall FTE.

<sup>3</sup> Vested = Students generated from residential developments approved and receiving a SCADL after the implementation of school concurrency

- (b) Using the Fall FTE, the vested number of students on the DRT will be reduced by the number of students represented by the residential units that received certificates of occupancy within the previous twelve (12) month period.

**13.5 Proportionate Share Mitigation.** In the event there is not sufficient school capacity available to support the students generated from the proposed residential development under review, based on the student generation multiplier (SGM) calculation of students as described in Section 13.2(b)3.a, the School District shall entertain proportionate share mitigation options and, if accepted, shall enter into an enforceable and binding agreement with the local government and developer to mitigate the impact from the development through the creation of additional school capacity.

- (a) When the student impacts from a proposed development cause the adopted LOS to fail, the developer's proportionate share will be based on the number of additional student stations necessary to meet the established LOS. The amount to be paid will be calculated by the cost per student station for elementary, middle, and high school as determined and published by the State of Florida, plus a share of the land acquisition and infrastructure expenditures for school sites as determined and published annually in the School District's Five-Year Capital Facilities Work Program.

- (b) The methodology used to calculate a developer's proportionate share mitigation shall be as follows:

$$\text{Proportionate Share} = (\text{Development students} - \text{Available Capacity}) \times \text{Total Cost}^a \text{ per student station}$$

Where

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<sup>1</sup>Development students = Students generated by residential development that are assigned to that school

<sup>2</sup>Total Cost = the cost per student station as determined and published by the State of Florida, plus a share of the land acquisition and infrastructure expenditures for school sites as determined and published annually in the School District's Five-Year Capital Facilities Work Program.

(c) The applicant shall be allowed to enter a negotiation period with the School District in an effort to mitigate the impact from the development through the creation of additional capacity. Upon identification and acceptance of a mitigation option deemed financially feasible by the School Board, the developer shall enter into a binding and enforceable agreement with the School Board and the local government with jurisdiction over the approval of the development order.

1. A mitigation contribution provided by a developer to offset the impact of a residential development must be directed by the School Board toward a school capacity project identified in the School District's Five-Year Capital Facilities Work Program. Capacity projects identified within the first three (3) years of the Five-Year Capital Facilities Work Program shall be considered as committed in accordance with Section 10.5 of this Agreement.
2. If capacity projects are planned in years four (4) or five (5) of the School District's Five-Year Capital Facilities Work Program within the same CSA as the proposed residential development, the developer may pay his proportionate share to mitigate the proposed development in accordance with the formula provided in Section 13.5 (b) of this Agreement. This may not change the timing of the School District's Five-Year Capital Facilities Work Program.
3. If a capacity project does not exist in the Capital Facilities Work Program, the School Board may add a capacity project to satisfy the impacts from a proposed residential development, if it is funded through the developer's proportionate share mitigation contributions in the next update of the Program. Mitigation options may include, but are not limited to:
  - a. Contribution of land or payment for land acquisition in conjunction with the provision of additional school capacity; or
  - b. Mitigation banking based on the construction of a public school facility in exchange for the right to sell capacity credits; or
  - c. Provision of additional student stations through the donation of buildings for use as a primary or alternative learning facility; or
  - d. Provision of additional student stations through the renovation of existing buildings for use as learning facilities; or
  - e. Construction or expansion of permanent student stations or core capacity; or
  - f. Construction of a public school facility in advance of the time set forth in the School District's Five-Year Capital Facilities Work Program.

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- g. Construction of a charter school designed in accordance with School District standards, providing sufficient permanent capacity to the District's inventory of student stations. Use of a charter school for mitigation must include provisions for its continued existence, including but not limited to the transfer of ownership of the charter school property and/or operation of the school to the School Board.
- (d) For mitigation measures (a) thru (g) above, the estimated cost to construct the mitigating capacity will reflect the estimated future construction costs at the time of the anticipated construction. Improvements contributed by the developer shall receive school impact fee credit.
- (e) Developer shall receive an impact fee credit for that portion of the developer's educational impact used to fund the improvements on which the proportionate share mitigation is calculated.
- (f) If the proportionate share mitigation required is greater than the impact fees generated by the development, the difference between the developer's proportionate share and the impact fee credit shall be the responsibility of the developer.
- (g) Any proportionate share mitigation must directed by the School Board toward a school capacity improvement identified in the School District's Five-Year Capital Facilities Work Program.
- (h) Upon conclusion of the negotiation period, a second Determination Letter shall be issued. If mitigation is agreed to, the School District shall issue a new Determination Letter approving the development subject to those mitigation measures agreed to by the local government, developer and the School Board. Prior to preliminary plat, site plan approval or the functional equivalent, the mitigation measures shall be memorialized in an enforceable and binding agreement with the local government, the School District and the Developer that specifically details mitigation provisions to be paid for by the developer and the relevant terms and conditions. In accordance with 163.3180(13)(e) F.S., having executed a legally binding commitment, school concurrency is satisfied and the development may proceed.

If mitigation is not agreed to, the Determination Letter shall detail why any mitigation proposals were rejected and why the development is not in compliance with school concurrency requirements. A School Capacity Determination Letter indicating either that adequate capacity is available, or that there is no available capacity following the ninety (90) day negotiation period as described in Section 13.5 of this Agreement, constitutes final agency action by the School District for purposes of Chapter 120, F.S.

**13.6 Appeal Process.** A person may appeal a determination made as a part of the School Concurrency Process.

- (a) A person substantially affected by a School District's adequate capacity determination made as a part of the School Concurrency Process may appeal such determination through the process provided in Chapter 120, F.S.
- (b) A person substantially affected by a local government decision made as a part of the

School Concurrency Process may appeal such decision using the process identified in the local government's regulations for appeal of development orders. This shall not apply to any decision subject to section (a) above.

## **SECTION 14. OVERSIGHT**

**14.1 Oversight.** The COC will serve as the required oversight committee for school concurrency to monitor and annually evaluate the school concurrency program and the PSFE. The committee shall appoint a chairperson, meet semi-annually in mid-September and mid-March in accordance with the laws of Florida governing public meetings, and report to participating local governments, the School Board and the general public on the effectiveness with which this Agreement is being implemented. A designee of the School Board shall be responsible for coordinating the semi-annual meeting.

- (a) The monitoring and evaluation of the school concurrency process is required pursuant to Section 163.3180(13)(g)(6)(c), F.S., and Section 2 of this Agreement. The COC shall be responsible for preparing an annual assessment report on the effectiveness of the School Concurrency System. The report will be made available to the public and presented at the COC March meeting.
- (b) The COC members shall be invited to attend all meetings referenced in Section 2 and shall receive copies of all reports and documents produced pursuant to this Agreement. The COC shall evaluate the effectiveness of the CSAs for measuring the LOS and consider making recommendations to amend the CSA Map.
- (c) By August 1st of each year, the COC shall receive the proposed School District's Tentative District Educational Facilities Plan that includes the Five-Year Capital Facilities Work Program. The COC will report to the School District, the County, and the Cities on whether or not the proposed Five-Year Capital Facilities Work Program maintains the adopted Level of Service in each CSA by adding enough projects to increase the capacity. The COC will examine the need to eliminate any permanent student station shortfalls by including required modernization of existing facilities, and by providing permanent student stations for the projected growth in enrollment over each of the five (5) years covered by the program.

## **SECTION 15. SPECIAL PROVISIONS**

**15.1 School District Requirements.** The Parties acknowledge and agree that the School District is or may be subject to the requirements of the Florida and United States Constitutions and other state or federal statutes regarding the operation of the public school system. Accordingly, the County, the Cities and the School Board agree that this Agreement is not intended, and will not be construed, to interfere with, hinder, or obstruct in any manner, the School District's constitutional and statutory obligation to provide a uniform system of free public schools on a Countywide basis or to require the School District to confer with, or obtain the consent of, the County or the Cities, as to whether that obligation has been satisfied. Further, the County, the Cities and the School Board agree that this Agreement is not intended and will not be construed to impose any duty or obligation on the County or City for the School District's constitutional or statutory obligation. The County and the Cities also acknowledge that the

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School District's obligations under this Agreement may be superseded by state or federal court orders or other state or federal legal mandates.

**15.2 Land Use Authority.** The Parties specifically acknowledge that each Local Government is responsible for approving or denying comprehensive plan amendments and development orders within its own jurisdiction. Nothing herein represents or authorizes a transfer of this authority to any other party.

## **SECTION 16. AMENDMENT PROCESS, NOTICE, AND TERM OF AGREEMENT**

**16.1 Amendment of the Agreement.** This Agreement may be amended by written consent of all parties to this Agreement after a COC review. The Agreement will remain in effect until amended in accordance with Florida Statutes.

**16.2 Notice Requirements.** County, City or Town Clerk, School Board Superintendent, or as designated by the individual.

**16.3 Repeal of the Agreement.** If the Florida Statute as it pertains to school planning coordination and school concurrency is repealed, the Agreement is terminated. Parties desiring to continue the Agreement may do so by written consent.

**16.4 Termination of the Agreement.** No party to this Agreement may terminate its participation in the agreement except through the exemption process in which a municipality may not be required to participate in school concurrency when demonstrating that all the requirements are no longer having a significant impact on school attendance, per Section 163.3177(12)(b), F.S., at the time of a local government Evaluation and Appraisal Report, by providing a sixty (60) day written notice to all other Parties to this Agreement and to the Florida Department of Community Affairs.

**16.5 Withdrawal.** Withdrawal from the Agreement by any party shall not alter the terms of the Agreement with respect to the remaining signatories.

## **SECTION 17. RESOLUTION OF DISPUTES**

**17.1 Dispute Resolution.** If the parties to this Agreement are unable to resolve any issue in which they may be in disagreement covered in this Agreement, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapter 164, F.S.

## **SECTION 18. EXECUTION IN COUNTERPARTS**

**18.1 Agreement Execution.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be original, but all such counterparts shall, together, constitute but one in the same instrument.

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**IN WITNESS WHEREOF**, this Interlocal Agreement has been executed by and on behalf of Brevard County Board of County Commissioners, the Cities and Towns of Cape Canaveral, Cocoa, Cocoa Beach, Indialantic, Indian Harbour Beach, Malabar, Melbourne, Melbourne Beach, Palm Bay, Palm Shores, Rockledge, Satellite Beach, Titusville, West Melbourne and the School Board of Brevard County on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA**

_____	Attest _____	(Seal)
Chairperson, Brevard County	Clerk	
Board of County Commissioners		

DULY PASSED AND ADOPTED BY THE SCHOOL BOARD OF BREVARD COUNTY,

THIS \_\_\_\_\_ Day of \_\_\_\_\_, 200\_\_\_\_\_.

**SCHOOL BOARD OF BREVARD COUNTY, FLORIDA**

\_\_\_\_\_  
Chairman, School Board Brevard County

Attest \_\_\_\_\_ (Seal)  
Superintendent

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF ROCKLEDGE, FLORIDA, THIS

\_\_\_\_\_ Day of \_\_\_\_\_, 200\_\_\_\_\_.

**CITY OF ROCKLEDGE, FLORIDA**

By: \_\_\_\_\_ Attest \_\_\_\_\_ (Seal)  
Clerk

**APPENDIX "B A"**

**Tiered Level of Service Table - Amended**

<b>TIERED LEVEL OF SERVICE - SCHOOL YEARS 2007-08 to 2011-12</b>					
<b>Facility Type</b>	<b>2007-08</b>	<b>2008-09</b>	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
Elementary Schools	127%	130%	115%	105%	100%
Middle Schools	122%	120%	100%	100%	100%
Junior / Senior High Schools	133%	135%	110%	105%	100%
High Schools	139%	130%	115%	100%	100%

## APPENDIX "C B"

### School District Student Generation Multiplier

Determining the number of students generated from new residential development is necessary to identify the new development's impact on public schools. In order to calculate the number of students associated with new residential development, a student generation multiplier was created. Because the number of students living in a housing unit varies depending on the type of residential housing, the student generation rate per residential unit is based on four housing types as identified in Table 1. These housing types are: single family; multi-family; condominium/Co-Op; and mobile home.

In accordance with this Agreement, the SGM shall be reviewed annually using this methodology and amended as necessary to reflect the current district wide student generation rates.

**Table 1:** Brevard County School Concurrency Student Generation Multipliers (SGM)

	<b>Single Family</b>	<b>Condo/ Co-Op</b>	<b>Mobile Home</b>	<b>Multi Family</b>
<b>Elementary</b>	0.20	0.03	0.07	0.19
<b>Middle</b>	0.06	0.01	0.02	0.05
<b>High</b>	0.12	0.02	0.03	0.07
<b>Total</b>	0.38	0.06	0.12	0.31

Condos and Co-Ops were not aggregated with the multi-family housing type for two reasons. The real estate market for Condos/Co-Ops differs from that of multi-family housing units, such as apartments and duplexes. The difference in housing types and their associated markets generate unique student multipliers. Typically, Condos / Co-ops do not generate as many students as multi-family housing units. Secondly, the specificity of the parcel data allowed for the calculation of unique generation rates for Condo/Co-ops and multi-family housing units.

Two datasets were used to calculate the student generation rates. These datasets were the geographic information systems (GIS) property parcel file from the Brevard County Property Appraiser's office and October 2005 student enrollment data. The 2005 student enrollment data were obtained from the School District and contained student addresses and grade level data. The student address data were geocoded to property parcel data and street centerline data to create a GIS point file with the spatial location of each student based on their address.

71,805 of the 75,646 student records (95%) were matched to a property parcel. The remaining 3,841 students were then geocoded to the street centerline file. Of these 3,841 students, 547, or 0.7 percent, were unmatched due to address errors such as post office boxes or unidentifiable address data.

A spatial join was applied to the parcel data and geocoded student data. A spatial join is a type of spatial analysis in which the attributes of features in two datasets are joined together based on the relative location of each feature. In this case, the spatial join linked the point location of each student to a specific property parcel. The result of this operation is one GIS file that contains student data as well as housing type data from the property appraiser. Figures 1 through 3 identify the location of public school students at the elementary, middle or high school levels.

This study was conducted using over 99 percent of the total student population, not a sample set, and the volume of data used was large enough to offset occasional housing type assignment errors. The total student population used in the multiplier analysis was 72,165. The student population used in the multiplier analysis is smaller than the total student population contained in the October 2005 enrollment data for several reasons. Students with address errors or post office box addresses were not matched to an address by geocoding. Additionally, 1,387 students who attend non-traditional schools, such as the Space Coast Marine Institute and Crosswinds, were removed from the dataset. Pre-K students were also not included in the multiplier analysis. Charter school students were included in the student population for this analysis.

Table 2 displays the number of students by housing type and school type in Brevard County as of October 29, 2005. In addition to the students summarized in Table 2, 1,096 students were not assigned to a residential land use due to errors in the parcel data and GIS analysis. These students were proportionately distributed to the four housing types based on the housing type distribution for the total student population.

**Table 2: Students by Residential Housing Type and School Type**

	<b>Single Family</b>	<b>Condo/ Co-Op</b>	<b>Mobile Home</b>	<b>Multi Family</b>
<b>Elementary (K-6)</b>	30,678	829	1,490	4,388
<b>Middle (7-8)</b>	9,671	283	413	1,041
<b>High (9-12)</b>	19,626	446	585	1,619
<b>All Students</b>	59,975	1,558	2,488	7,048

Table 3 details the 2005 housing type counts for Brevard County. These data were obtained from several sources. The single family and Condo/Co-Op numbers are from the August 2006 property parcel GIS data. The total number of units, not the total number or parcels, was used to calculate the number of multi-family and mobile home housing units. The mobile home totals are from 2002 and published by the Florida Housing Data Clearinghouse, which is maintained by the University of Florida and these numbers are published on the county's website. The total multi-family units are from 2005 and published by the University of Florida's Bureau of Economic and Business Research (BEBR).

**Table 3: Dwelling Units by Type**

	<b>Single Family</b>	<b>Condo/ Co-Op</b>	<b>Mobile Home</b>	<b>Multi Family</b>
<b>Occupied Dwelling Units</b>	157,455	26,286	20,784	22,881

To determine the student impact of a proposed residential development for school concurrency purposes, a proposed development's projected number and type of unit are converted into the number of projected students within the specific Concurrency Service Area Boundary. Based on the generation rates in Table 1, for every 100 new single-family housing units constructed in Brevard County, 20 elementary school students will be generated for the Brevard County Public School System.

00077

## School Concurrency Process Flow Chart





Draft

**ORDINANCE NO. 2008-10**

AN ORDINANCE OF THE CITY OF ROCKLEDGE, ADOPTING A NEW "PUBLIC SCHOOL FACILITIES ELEMENT"; AMENDING THE CAPITAL IMPROVEMENTS ELEMENT REGARDING THE PUBLIC SCHOOL FACILITIES POLICIES BASED ON THE SCHOOL BOARD OF BREVARD'S COUNTY-WIDE LEVEL OF SERVICE; AMENDING THE INTERGOVERNMENTAL COORDINATION ELEMENT REGARDING THE REVISED ADOPTED INTERLOCAL AGREEMENT WITH THE SCHOOL BOARD OF BREVARD COUNTY; AMENDING THE FUTURE LAND USE ELEMENT TO PROVIDE FOR REVISED POLICIES RELATED TO SCHOOL CONCURRENCY AND THE INTERGOVERNMENTAL COORDINATION, ADDING MAPS RELATED TO PUBLIC SCHOOLS; FINDING CONFORMITY WITH STATE STATUTES; PROVIDING FOR THE REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY AND INTERPRETATION; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the State of Florida requires all cities to adopt a school concurrency management system for residential development; and

**WHEREAS**, as a result of the changes to the Growth Management laws, the School Board of Brevard County was the lead agency for preparing a revised Interlocal Agreement and a new Public School Facilities Element that could be adopted by each City in Brevard; and

**WHEREAS**, the State allows the changes to be made to the City's Comprehensive Plan twice a year cycle; and

**WHEREAS**, the City has identified all of the Comprehensive Plan elements that must be revised to address the school concurrency requirements to coordinate residential development and the expansion of school facilities;

**Be it enacted by the City of Rockledge, Florida as follows:**

**Section 1.**

That a new "Public School Facilities Element" is hereby added to the Comprehensive Plan of the City of Rockledge.

(see attached element)

**Section 2.**

That the "Capital Improvement Element" of the Comprehensive Plan of the City of Rockledge is amended to add a level of service for Public School Facilities: to Policy 9.1.1 G Schools, based on the School Board of Brevard's county-wide level of service.

00079

## G. Schools

The uniform, district-wide level of service standard for permanent capacity, based on the Florida Inventory of School Houses (FISH) capacity, is as follows:

TIERED LEVEL OF SERVICE BY SCHOOL YEAR					
Facility Type	2007-08	2008-09	2009-10	2010-11	2011-12
Elementary	127%	130%	115%	105%	100%
Middle Schools	122%	120%	100%	100%	100%
Jr. High	133%	135%	110%	105%	100%
High	139%	130%	115%	100%	100%

GOAL 9: The City of Rockledge shall provide for a financially feasible public school facilities program in coordination with the School Board of Brevard County.

## Objective 9.9 – Capital Improvements

The City shall coordinate with the School Board to ensure existing deficiencies and future needs are addressed consistent with the adopted level of service standards for public schools.

*Policies*

## 9.1.1. Capital Facilities Plan

The City of Rockledge shall adopt as part of its Capital Improvements Element, the Brevard County School District five year work program approved in September of each year as part of the School District budget, including planned facilities and funding sources to ensure a financially feasible capital improvements program and to ensure the level of service standards will be achieved in the five-year period.

## 9.1.2 Proportionate Share

The City shall coordinate with the School Board as provided in the adopted interlocal agreement to ensure that future development pays a proportionate share of the costs of capital facility capacity needed to accommodate new development, and to assist in maintaining the adopted level of service standards via impact fees and other legally available and appropriate methods.

**Section 3.**

That the "Intergovernmental Coordination Element" of the Comprehensive Plan of the City of Rockledge is amended regarding the revised adopted Interlocal Agreement (ILA) with the School Board of Brevard County.

**GOAL 8:** Establish and maintain a cooperative relationship between the City and the School District to provide an effective joint planning process including procedures to coordinate land use planning with the development of school facilities including public school siting, population projection calculations, and the provision of public schools concurrently with residential development and infrastructure.

**Objective 8.11.8 – Interlocal Agreement**

The City shall establish coordination mechanisms with the School Board to achieve a collaborative effort to identify school needs, provide for school facilities and implement school concurrency using consistent supporting data and analysis.

**Section 4.**

That the "Future Land Use Element" of the Comprehensive Plan of the City of Rockledge is amended to provide for revised policies related to school concurrency and the intergovernmental coordination.

*Policies*

1.6. (3): Level of service standards for facilities shall be those as adopted in the public facilities element of this plan.

**Section 5.**

That additional maps related to Public Schools are provided in the attached exhibit.

**Section 6.**

Severability/Interpretation Clause.

In the event that any term, provision, clause or section of this ordinance shall be held by a court of competent jurisdiction to be partially or wholly unenforceable or invalid for any reason whatsoever, any such invalidity, or illegality, or unenforceability shall not affect any of the other or remaining terms, provisions, clauses, sentences, or sections of this ordinance, and this ordinance shall be read and/or applied as if the invalid, illegal, or unenforceable term, provision, clause, sentence, or section did not exist.

**Section 7.**

That all ordinances or resolutions or parts thereof that may be determined to be in conflict herewith are hereby repealed.

**Section 8.**

The Planning Director is hereby authorized and directed to cause the provisions of Sections 1 through 5 of this Ordinance to be incorporated into and made part of the City's Comprehensive Plan.

**Section 9.**

The Ordinance shall become effective when the state land planning agency issues a final order determining the adopted amendment to be in compliance in accordance with Section 163.3184(9), Florida Statutes, or when the Administration Commission issues a final order determining the adopted amendment to be in compliance in accordance with Section 163.3184(10), Florida Statutes. If the Administration Commission issues a final order determining the adopted amendment to not be in compliance in accordance with Section 163.3184(11), Florida Statutes, this Ordinance may still be made effective by resolution at a public meeting after public notice, subject to any sanctions imposed by the Administration Commission pursuant to Section 163.3184(11), Florida Statutes.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ROCKLEDGE,  
BREVARD COUNTY, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

1st READING: \_\_\_\_\_

**Approved as to form and content:**

2nd READING: \_\_\_\_\_

By: \_\_\_\_\_  
**City Attorney**

Effective Date: \_\_\_\_\_

00080

## Chapter 8

### INTERGOVERNMENTAL COORDINATION ELEMENT

#### GOALS, OBJECTIVES AND POLICIES

##### Goal 8.

The city will maintain an ongoing commitment to intergovernmental coordination to insure that the growth management goals of the comprehensive plan will be effectively implemented.;oh5;Objective 8.1./

By the end of 1990 the city will have established an annual review of the plans of other local governments and districts, and meetings to coordinate actions on subjects of mutual concern. To include at least the following:

Establish and maintain a cooperative relationship between the City and the School District to provide an effective joint planning process including procedures to coordinate land use planning with the development of school facilities including public school siting, population projection calculations, and the provision of public schools concurrently with residential development and infrastructure.

- (a) Brevard County Comprehensive Plan;
- (b) City of Cocoa Comprehensive Plan;
- (c) State agencies and Central Brevard County jurisdictions, as appropriate;
- (d) School Board of Brevard County District Plan.

*Policy 8.1.1.* By 1990, the city manager will establish a schedule of intergovernmental coordination meetings with the local governments listed in objective 8.1. An annual summary report of intergovernmental coordination activities and progress will be developed by the city manager's office.

*Policy 8.1.2.* The city will provide general intergovernmental information to appropriate local governments, including those listed in objective 8.1, through scheduled meetings and upon request.

*Policy 8.1.3.* In the event of a conflict with the comprehensive plan of another local government which the city council determines to be irreconcilable, the city will appeal to the ECFRPC's informal mediation process.

*Policy 8.1.4.* The LPA will continue to respond to annexation opportunities. Ongoing intergovernmental coordination between Brevard County's Planning and Development Department and the city will include resolution of annexation issues.

*Policy 8.1.5.* The city's local planning agency will study the possibility of developing an interlocal agreement with Brevard County regarding a potential future annexation planning area.;oh5;

##### Objective 8.2. /

Any proposed development will be evaluated for its impact on adjacent local governments, the region or the state pursuant to the development and adoption of applicable criteria. Where a potential impact exists as determined by the City of Rockledge, the city will solicit review and comment from the appropriate unit(s) of government before a development permit is issued.

*Policy 8.2.1.* Future development projects in Rockledge will include an assessment of impact on the comprehensive plans of adjacent jurisdictions when the project impacts public services or land uses adjacent to Rockledge.

*Policy 8.2.2.* Amendments to this comprehensive plan, including the FLUE and the CIE, will be assessed for impact on the comprehensive plans of adjacent jurisdictions, when the amendment impacts public services or land uses adjacent to Rockledge.

are consistent with the city's comprehensive plan. Key coordinating mechanisms follow:

*Policy 8.11.1.* Providing growth projections and estimates to assist the city in its planning function.

*Policy 8.11.2.* Communicating major residential project review (pursuant to F.S. Chapters 163 and 235) to consider joint park/school dedications to meet future demands;

*Policy 8.11.3.* Cooperating in the city's effort to study and implement innovative methods, including park/school site dedications and contributions, regarding ways of addressing infrastructure needs associated with the city's growth.

*Policy 8.11.4.* Seeking inclusion within the city's land development regulations provisions for consideration of school board input in the development approval process.

*Policy 8.11.5.* During the site plan review process, the school board and the city will jointly approve those plans which do not add to traffic congestion and the traffic control/circulation patterns will not cause the city to expend funds.

*Policy 8.11.6.* All proposed site plans will meet the existing storm water retention standards of the city, and will be integrated into the city's overall storm water master plan.

*Policy 8.11.7.* The school board and city will work to relieve existing traffic congestion problems at all existing facilities.;oh5;

*Policy 8.11.8.* The City shall establish coordination mechanisms with the School Board to achieve a collaborative effort to identify school needs, provide for school facilities and implement school concurrency using consistent supporting data and analysis.

Objective 8.12./

The City of Rockledge will, by January 1, 2000, adopt a modified conflict resolution program, based upon the created and adopted East Central Florida Regional Planning Council's Conflict Resolution program.

## Chapter 9

### CAPITAL IMPROVEMENTS ELEMENT

#### GOALS, OBJECTIVES AND POLICIES

##### Goal 9.

The City of Rockledge will insure the provision of adequate public facilities to all residents within its jurisdiction in a timely and efficient manner.

Capital improvements to public facilities will be planned and implemented according to the goals, objectives and policies of all elements in the comprehensive plan, and the city's fiscal policies.;oh5;Objective 9.1./

The City of Rockledge shall provide for a financially feasible public school facilities program in coordination with the School Board of Brevard County.

The capital improvements element will establish adopted levels of service for public facilities and include capital improvement projects to meet the needs of the city. The five-year schedule of improvements shall identify projects which:

- (a) Meet existing deficiencies;
- (b) Provide repair or replacement of existing facilities;
- (c) Accommodate desired future growth.

*Policy 9.1.1.* The following levels of service (LOS) standards are hereby adopted and will be maintained as growth occurs in the city:

#### LOS STANDARD FOR ROCKLEDGE PUBLIC FACILITIES (Comprehensive plan elements contain detailed analyses of level of service standards)

For the purpose of concurrency evaluation, the City of Rockledge has adopted the following language and specifications:

##### FACILITIES:

A. *Roadways:* The city has adopted a concurrency plan for the dispersement of trips along major roadways and has adopted the Florida Department of Transportation 1995 LOS manual and software in determining the level of service on each one of these roadways. The city has also adopted by reference the Institute of Transportation Engineers, 6th Edition, Trip Generation Manual for the determination of trips generated by each project. The city has also adopted by reference an access management guide, as prepared by Vanasse Hangen Brustlin, Inc. for the Brevard County MPO, dated February of 1992. The city has also adopted by reference the Brevard County 2020 Long Range Transportation Plan as prepared by JHK and Associates for the Brevard County Metropolitan Planning Organization and dated February 1996.

Roadways	Classification	Minimum acceptable LOS
Barton Blvd.	Minor Arterial	LOS E
Eyster Blvd.	Urban Collector	LOS E
Murrell Road	Minor Arterial	LOS E
Pluckebaum Road	Urban Collector	LOS E
Gus Hipp Blvd.	Urban Collector	LOS E
Barnes Blvd.	Urban Collector	LOS E
SR 5/U.S. # 1		
Rockledge Blvd.	Major Arterial	LOS D
Fiske Blvd.	Minor Arterial	LOS D

•City of Rockledge (132 average gpcd, 199 peak gpcd) Note: Rockledge does not have storage facilities for potable water.

•Regional system: pressure 55--65 psi, peak flow coefficient 1.6.

E. *Solid waste.*

	Disposal: Brevard County Landfill	
	Rockledge contribution rate:	1.2 tons per capita per year
	Collection:	
	Rockledge residential:	Two/week each household
	Commercial/Industrial:	Two--six/week each location as needed.

F. *Recreation.*

Community Park	1.25 acres per 1,000 population
Urban District Park	1.25 acres per 1,000 population

G *Schools.*

The uniform district-wide level of service standard for permanent capacity, based on the Florida Inventory of School Houses (FISH) capacity, is as follows:

TIERED LEVEL OF SERVICE BY SCHOOL YEAR					
Facility Type	2007-08	2008-09	2009-10	2010-11	2011-12
Elementary	127%	130%	115%	105%	100%
Middle Schools	122%	120%	100%	100%	100%
Jr. High	133%	135%	110%	105%	100%
High	139%	130%	115%	100%	100%

*Policy 9.1.2.* The five-year schedule of capital improvements will include the following:

•Project description and location

•Need:

1. Correct deficiency,
2. Repair/replacement,
3. Future growth.

•Estimated cost

•Target year to fund project

•Proposed revenue source



68. Expand current police station/co vered area/upgr ade generator phase I and II		G	TBD	\$300,000. 00	CIPB			X	X		
Coastal											
69. Emergenc y operation center	Done	R & R	TBD	\$80,000.0 0	CIPB, grants			X			

#### Objective 9.9

The City shall coordinate with the School Board to ensure existing deficiencies and future needs are addressed consistent with the adopted level of service standards for public schools.

##### Policy 9.9.1 Capital Facilities Plan

The City of Rockledge shall adopt as part of its Capital Improvements Element, the Brevard County School District five year program and budget as adopted May 13, 2008. Such program and budget shall be updated each year by the School District as part of the budget. The program shall include planned facilities and funding sources to ensure a financially feasible capital improvements program and to ensure the level of service standards will be achieved in the five-year period.

##### Policy 9.9.2 Proportionate Share

The City shall coordinate with the School Board as provided in the adopted Interlocal agreement to ensure that future development pays a proportionate share of the costs of capital facility capacity needed to accommodate new development, and to assist in maintaining the adopted level of service standards via impact fees and other legally available and appropriate methods.

(Ord. No. 1348-2004, § 8, 9-8-04; Ord. No. 1413-2006, § 1(Exh. A), 8-16-06)

#### Implementation

#### Monitoring and Evaluation

The role of monitoring and evaluation is vital to the effectiveness of any planning program and particularly for the capital improvements element. This is largely because the city's revenue and expenditure streams are subject to fluctuations in the market and economy. It is the behavior of these streams which will be used to predict fiscal trends in order to maintain the city's adopted level of service standards for public facilities. Therefore, the capital improvements element requires a continuous program for monitoring and evaluation, and pursuant to F.S. Ch. 163, this element will be reviewed on an annual basis to insure that required fiscal resources are available to provide public facilities needed to support adopted LOS standards.

The annual review will be the responsibility of the city manager, appropriate city departments, the local planning agency, and the city council.

The review will include the following considerations, and will include an examination of these considerations in order to determine their continued appropriateness:

1. Any corrections, updates, and modifications concerning costs, revenue sources, acceptance of facilities pursuant to dedications which are consistent with the element, or the date of construction of any facility enumerated in the element;

## CHAPTER 13

### PUBLIC SCHOOL FACILITIES ELEMENT

#### GOALS, OBJECTIVES, AND POLICIES

##### GOAL 13

TO PROVIDE A PUBLIC SCHOOL SYSTEM THAT OFFERS A HIGH QUALITY EDUCATIONAL ENVIRONMENT, PROVIDES ACCESSIBILITY FOR ALL OF ITS STUDENTS, AND ENSURES ADEQUATE SCHOOL CAPACITY TO ACCOMMODATE ENROLLMENT DEMAND WITHIN A FINANCIALLY FEASIBLE SCHOOL DISTRICT'S FIVE-YEAR CAPITAL FACILITIES WORK PROGRAM.

##### Objective 13.1

Maintain adequate school facilities in Brevard County Schools by adopting a concurrency management system to address the need for correction of school facility deficiencies through a tiered level of service for the short and long term planning periods.

##### Policy 13.1.1

The City of Rockledge Local Government hereby adopts the following tiered Level of Service (LOS) standards for public schools, based upon permanent FISH capacity, which shall address the correction of existing school facility deficiencies. The tiered LOS will terminate, upon achieving the LOS standard of 100% of permanent FISH capacity for all schools of the same type by the school year 2011-2012. 100% LOS for all schools of the same type.

Facility Type	2007-08	2008-09	2009- 10	2010-11	2011-12
Elementary	130127%	162%	100%	100%	100%
Middle Schools	122%	120%	100%	100%	100%
Jr. High	133122%	135122%	110100%	105100%	100%
High	139127%	130122%	115100%	100%	100%

Source: Kimley-Horn and Associates, Inc. 2007<sup>8</sup>

##### Policy 13.1.2

The City of Rockledge Local Government hereby adopts the School Board's current public school attendance boundaries, as the Concurrency Service Areas (CSA).

##### Policy 13.1.3

Concurrency shall be measured and applied using a geographic area known as a Concurrency Service Area (CSA) which shall coincide with the school attendance boundaries, as adopted by the School District. Either the City of Rockledge Local

Government or the School District may propose a change to the CSA boundaries. The following procedures shall be used for modifying a CSA map:

- A. The School District will transmit a proposed CSA map modification with data and analysis to support the change to the Cities, the County, and the Capital Outlay Committee (COC). Any proposed change to a CSA shall require a demonstration by the School District that the change complies with the public school LOS standard and that utilization of school capacity is maximized to the greatest extent possible. Adjustment measures to achieve the LOS standard shall include boundary adjustments, shifts to contiguous CSA's with available capacity, proportionate share mitigation (land donation or payment), or construction of a traditional or charter school or permanent expansions. When considering changes to concurrency service area, factors such as transportation costs, court approved desegregation plans and other relevant factors will be used to analyze maximum school capacity utilization.
- B. The City of Rockledge Local Government and the COC will review the proposed modification of the CSA and send their comments to the School District within 45 days of receipt of the proposed change.
- C. The modification of a CSA shall be effective upon adoption by the School Board.

#### **Policy 13.1.4**

The Parties shall observe the following process for changes in the use of schools:

1. At such time as the School District determines that a school change is appropriate considering the appropriate use of the school and utilization requirements, the School District shall transmit the proposed school change in use and data and analysis to support the changes to the Capital Outlay Committee and the Staff Working Group.
2. The Capital Outlay Committee and the Staff Working Group shall review the proposed changes to the school use and send their comments to the School District within forty five (45) days of receipt.
3. The change in school use shall become effective upon final approval by the School Board.

#### **Objective 13.2**

The ~~Local Government~~ City of Rockledge shall ensure a school concurrency evaluation shall be performed by the Brevard County School District to review projected residential development in order to accommodate new students at the adopted level of service for adequate school facility capacity.

### **Policy 13.2.1**

The ~~Local Government~~City of Rockledge shall not approve any non-exempt residential development application for a new residential preliminary plat, site plan or functional equivalent until the School District School has issued a School Capacity Availability Determination Letter (SCADL) verifying available capacity.

### **Policy 13.2.2**

The ~~Local Government~~City of Rockledge shall consider the following criteria to exempt residential uses from the requirements of school concurrency:

#### **Criteria:**

- A. Single family lots of record, existing at the time the ~~school concurrency implementing ordinance~~ Public School Facilities Element addressing school concurrency implementation becomes effective.
- B. Any new residential development that has a preliminary plat or site plan approval or the functional equivalent for a site specific development order prior to the commencement date of the School Concurrency Program.
- C. Any amendment to any previously approved residential development that does not increase the number of dwelling units or change the type of dwelling units (single-family to multi-family, etc.).
- D. Age restricted communities with no permanent residents under the age of 18. Exemption of an age restricted community will be subject to a restrictive covenant limiting the age of permanent residents to 18 years and older.

### **Policy 13.2.3**

The ~~Local Government~~City of Rockledge, through its land development regulations, and in conjunction with the School District, shall establish a school concurrency review process for all residential projects that are not exempt under Policy 13.2.2.

The minimum process requirements are described below:

- A. A residential development application including a School Impact Analysis (SIA) is submitted to the ~~Local Government~~City of Rockledge for review.
- B. The ~~Local Government~~City of Rockledge determines application is complete for processing and transmits the SIA to the School District for review.

C. The School District reviews application for available capacity and issues a School Capacity Availability Determination Letter (SCADL) to the ~~Local Government~~ City of Rockledge:

1. If capacity is available within the affected CSA, the School District shall issue a SCADL verifying available capacity.
2. If capacity is not available within the affected CSA, contiguous CSAs are reviewed for available capacity.
3. If capacity is available in the contiguous CSAs, the School District shall issue a SCADL verifying available capacity in the adjacent CSAs.
4. If capacity is not available in the contiguous CSAs, the School District shall issue a SCADL indicating the development is not in compliance with the adopted LOS and offers the developer a 90-day negotiation period for mitigation.

#### **Policy 13.2.4**

The ~~Local Government~~ City of Rockledge in conjunction with the School District shall review developer proposed applications for proportionate share mitigation projects to add the school capacity necessary to satisfy the impacts of a proposed residential development. Mitigation options may include, but are not limited to:

- A. Contribution of land or payment for land acquisition in conjunction with the provision of additional school capacity; or
- B. Mitigation banking based on the construction of a public school facility in exchange for the right to sell capacity credits; or
- C. Donation of buildings for use as a primary or alternative learning facility; or
- D. Renovation of existing buildings for use as learning facilities; or
- E. Construction or expansion of permanent student stations or core capacity; or
- F. Construction of a public school facility in advance of the time set forth in the School District's Five-Year Capital Facilities Work Program.

#### **Policy 13.2.5**

For mitigation measures in Policy 13.2.4 (A) thru (F) above, the estimated cost to construct the mitigating improvement will reflect the estimated future construction costs at the time of the anticipated construction.

- A. Improvements contributed by the developer shall receive school impact fee credit.
- B. The cost difference between the developer's mitigation costs and the impact fee credit, if greater, shall be the responsibility of the developer.

#### **Policy 13.2.6**

The ~~Local Government~~ City of Rockledge and the School District shall provide a 90-day negotiation period to allow for the review and negotiation of proportionate share mitigation offers proposed by a developer.

##### **Criteria:**

- A. If mitigation is approved, the ~~Local Government~~ City of Rockledge and the School District enter into an enforceable binding agreement with the developer and the improvement(s) will be included in the School District's annually adopted Five-Year Capital Facilities Work Program and reflected in the next update to the Capital Improvements Element.
- B. If mitigation is denied, the ~~Local Government~~ City of Rockledge must deny application based upon no available school capacity.
- C. A ~~Local Government~~ City of Rockledge shall not issue any permits for a residential development until receiving confirmation of available school capacity in the form of a SCADL from the School District.

#### **Policy 13.2.7**

The ~~Local Government~~ City of Rockledge shall, upon acceptance of a mitigation option identified in Policy 2.4, enter into an enforceable binding agreement with the School District and the developer.

#### **Policy 13.2.8**

The ~~Local Government~~ City of Rockledge shall notify the School District when an approved residential development has paid impact fees and when the development order for the residential development expires.

#### **Objective 13.3:**

Beginning with an effective date of 2008, all new public schools built within the ~~Local Government~~ City of Rockledge will be coordinated with the School District to be consistent

with the ~~Local Government~~ City of Rockledge's Future Land Use Map designation to ensure facilities are proximate to appropriate existing and future land uses, serve as community focal points, are co-located with other appropriate public facilities, and will have needed supporting infrastructure.

**Policy 13.3.1**

The ~~Local Government~~ City of Rockledge, in conjunction with the School District, shall jointly determine the need for, and timing of, on-site and off-site improvements necessary to support a new school.

**Policy 13.3.2**

The ~~Local Government~~ City of Rockledge shall enter into an agreement with the School Board identifying the timing, location, and the party or parties responsible for the planning, constructing, operating, and maintaining off-site improvements necessary to support a new school or school improvement to ensure that the necessary infrastructure is in place prior to or concurrent with construction.

**Policy 13.3.3**

The ~~Local Government~~ City of Rockledge shall encourage the location of schools near residential areas by:

- A. Assisting the School District in the identification of funding and/or construction opportunities (including developer participation or ~~Local Government~~ City of Rockledge capital budget expenditures) for sidewalks, traffic signalization, access, water, sewer, drainage and other infrastructure improvements.
- B. Reviewing and providing comments on all new school sites including the compatibility and integration of new schools with surrounding land uses.
- C. Allowing schools within all residential land use categories.

**Policy 13.3.4**

The ~~Local Government~~ City of Rockledge, in conjunction with the School District, shall seek opportunities to co-locate schools with public facilities, such as parks, libraries, and community centers, as the need for these facilities is identified.

**Policy 13.3.5**

The ~~Local Government~~ City of Rockledge, in conjunction with the School District, hereby designates the Capital Outlay Committee (COC) as the monitoring group for coordinated planning and school concurrency in Brevard County.

#### **Policy 13.3.6**

No later than ~~July 1~~ December 1, 2008, the ~~Local Government~~ City of Rockledge shall adopt school concurrency provisions into its Land Development Regulations (LDR) to implement school concurrency. The City shall rely upon the policies in this Public School Facilities Element and the Interlocal Agreement to implement concurrency in the interim.

#### **Policy 13.3.7**

The ~~Local Government~~ City of Rockledge, in conjunction with the School District and the municipalities within the ~~Local Government~~ City of Rockledge shall identify issues relating to public school emergency preparedness, such as:

- A. The determination of evacuation zones, evacuation routes, and shelter locations.
- B. The design and use of public schools as emergency shelters.
- C. The designation of sites other than public schools as long-term shelters, to allow schools to resume normal operations following emergency events.

#### **Objective 13.4**

Beginning with an effective date of 2008 and no later than December 1<sup>st</sup> of each year thereafter, the ~~Local Government~~ City of Rockledge will include in its Capital Improvements Element (CIE), the School District's annually updated five-year schedule of capital improvements as adopted by the School Board, which identifies school facility capacity projects necessary to address existing deficiencies and meet future needs based upon achieving and maintaining the adopted level of service standard for schools.

#### **Policy 13.4.1**

The ~~Local Government~~ City of Rockledge shall annually update the Capital Improvements Element to incorporate the School District's annually adopted Five-Year Capital Facilities Work Program's "Summary of Capital Improvements Program" and "Summary of Estimated Revenue" Tables which shall identify school facility capacity projects which are necessary to address existing deficiencies and meet future needs and demonstrate the School District can maintain the adopted LOS standard for the five-year planning period supported by data and analysis demonstrating financial feasibility.

#### **Policy 13.4.2**

The ~~Local Government~~ City of Rockledge shall annually coordinate review of school enrollment projections. in conjunction with the School District and other local governments through the Capital Outlay Committee, and provide an annual update of the process, including the Public School Facilities Element and maintain a public school facilities map series which are coordinated with the ~~Local Government~~ City of Rockledge's Future Land Use Map or Map Series, including the planned general location of schools and ancillary facilities for the five-year planning period and the long-range planning period. The Map Series shall include:



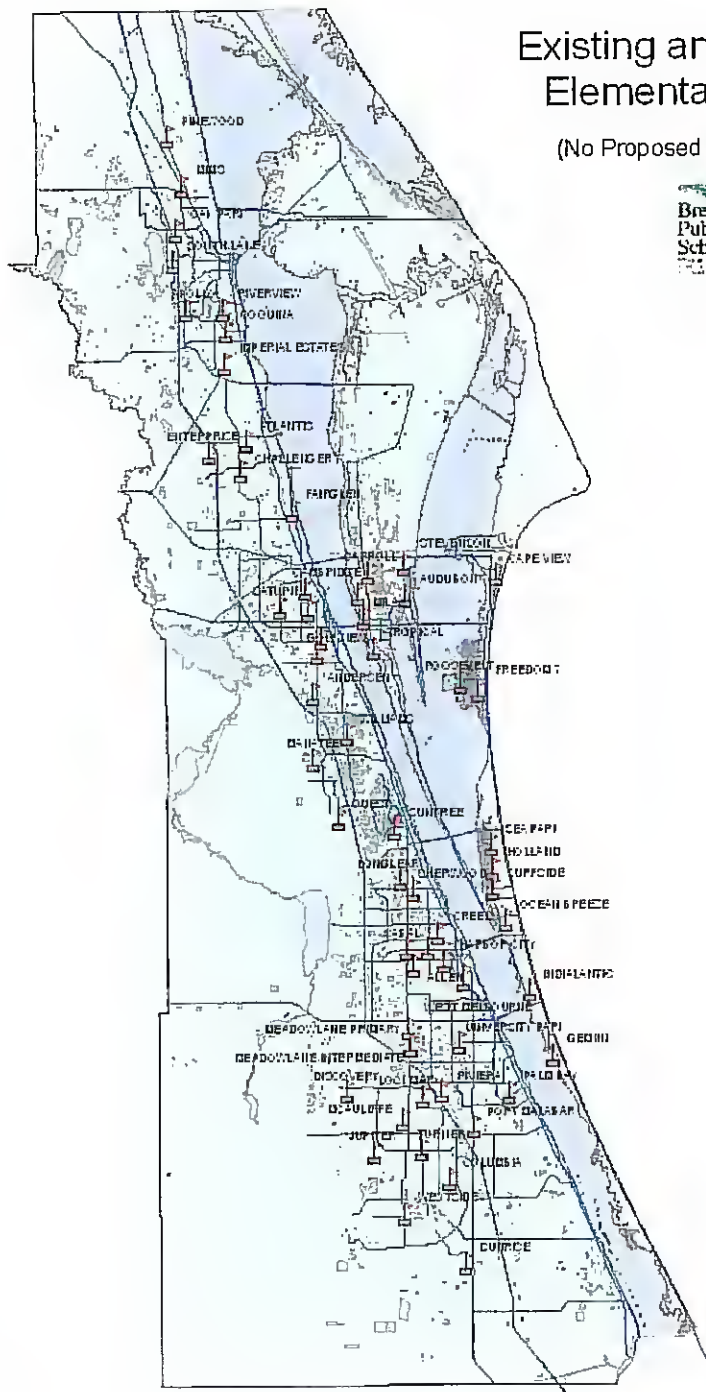
- A. Existing Public School Facilities Map - type and location of ancillary plants
- B. Five-Year Planning Period Map - generally planned public school facilities and ancillary plants

**Policy 13.4.3:**

The ~~Local Government~~ City of Rockledge, in conjunction with the School District, shall coordinate the long range public school facilities map with its comprehensive plan and future land use map. The Map shall be included in the Map Series provided in Policy 13.4.2.

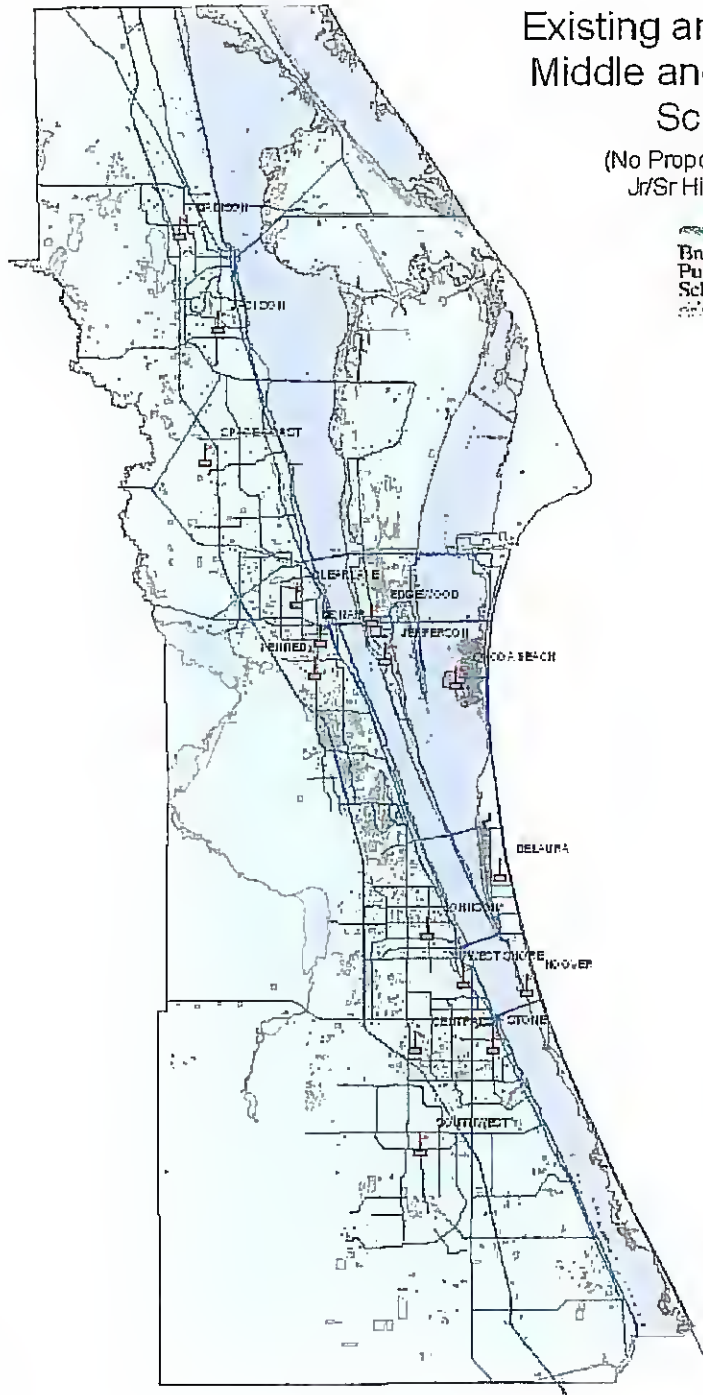
- ~~A. The Long Range Planning Period Map -- generally planned areas of future public school facility needs~~
- A. Existing and Five-Year Proposed Elementary School Facilities Map -- type and location of ancillary facilities
- B. Existing and Five-Year Middle School Facilities Map generally planned public school facilities and ancillary plants
- C. Existing and Five-Year High School Facilities Map -- generally planned public schools and ancillary facilities
- D. Ten-Year Planning Period Map 2012-2017 "Existing and Proposed Elementary, Middle and High Schools" -- generally planned public school facilities and ancillary buildings
- E. City of Rockledge Elementary School Boundaries
- F. City of Rockledge Middle School Boundaries
- G. City of Rockledge High School Boundaries

(No Proposed Elementary Schools)



# Existing and Proposed Middle and Jr/Sr High Schools

(No Proposed Middle or  
Jr/Sr High Schools)

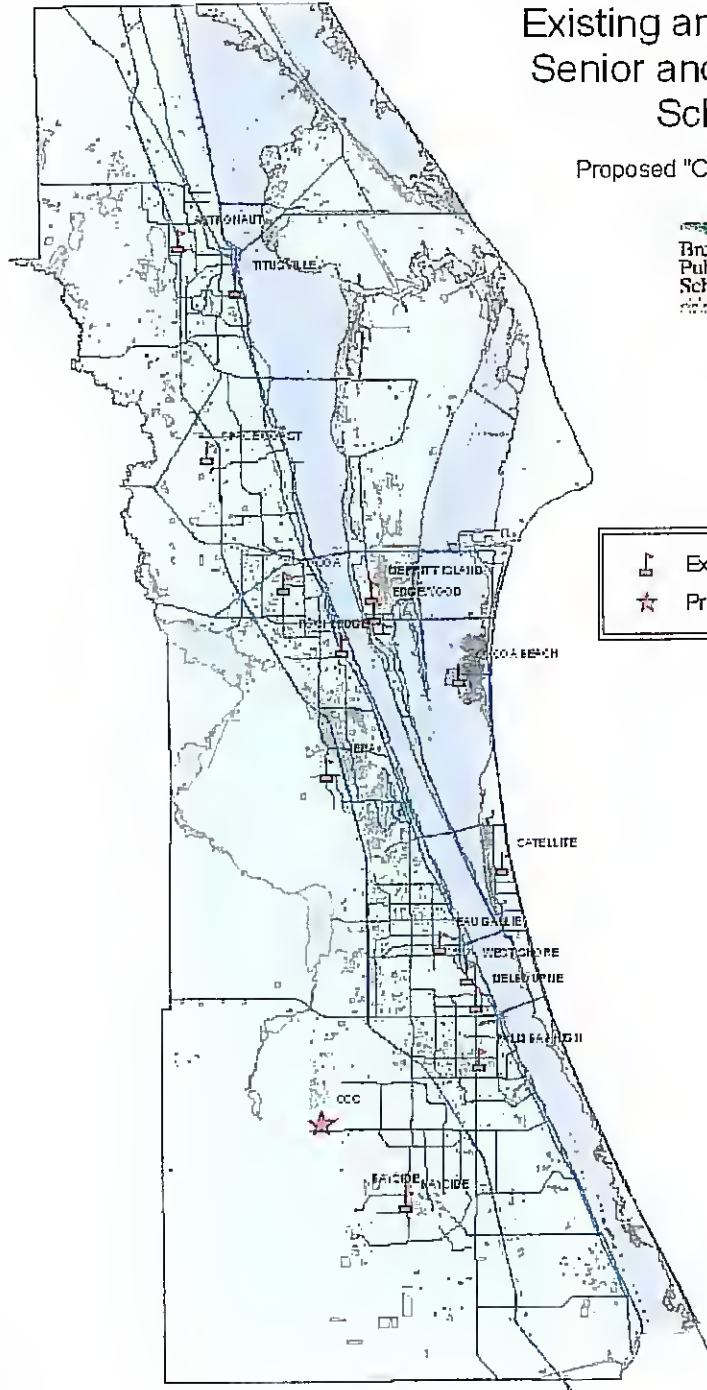


# Existing and Proposed Senior and Jr/Sr High Schools

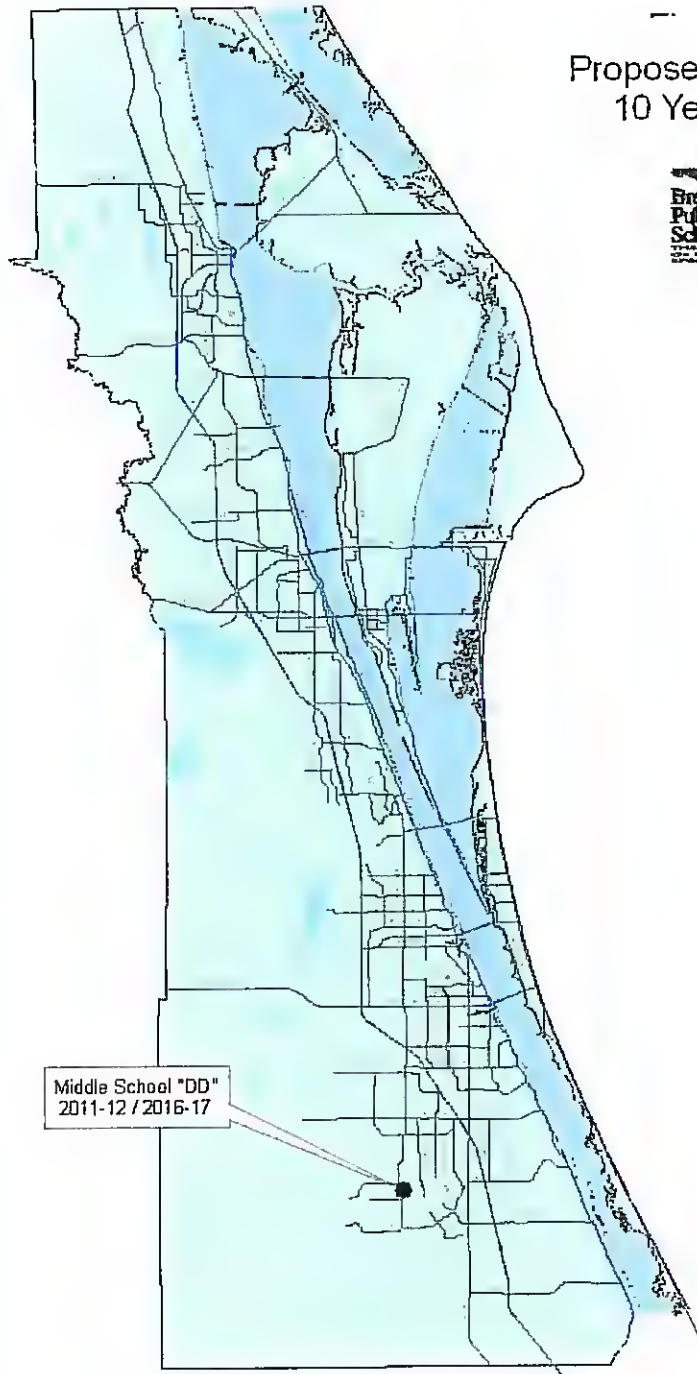
Proposed "CCC" Senior High



- Existing High Schools
- Proposed High School

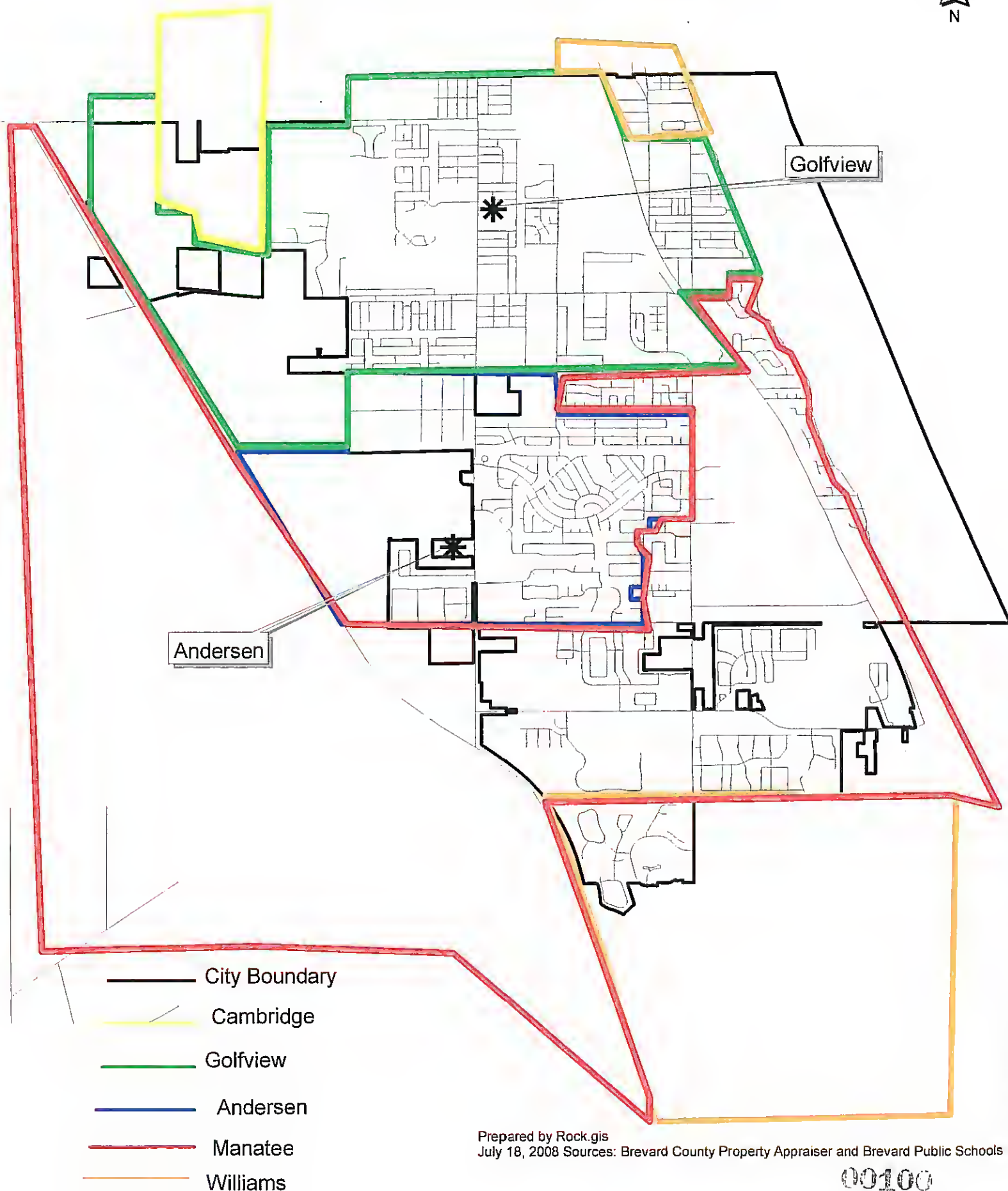


## Proposed Schools 10 Year Plan



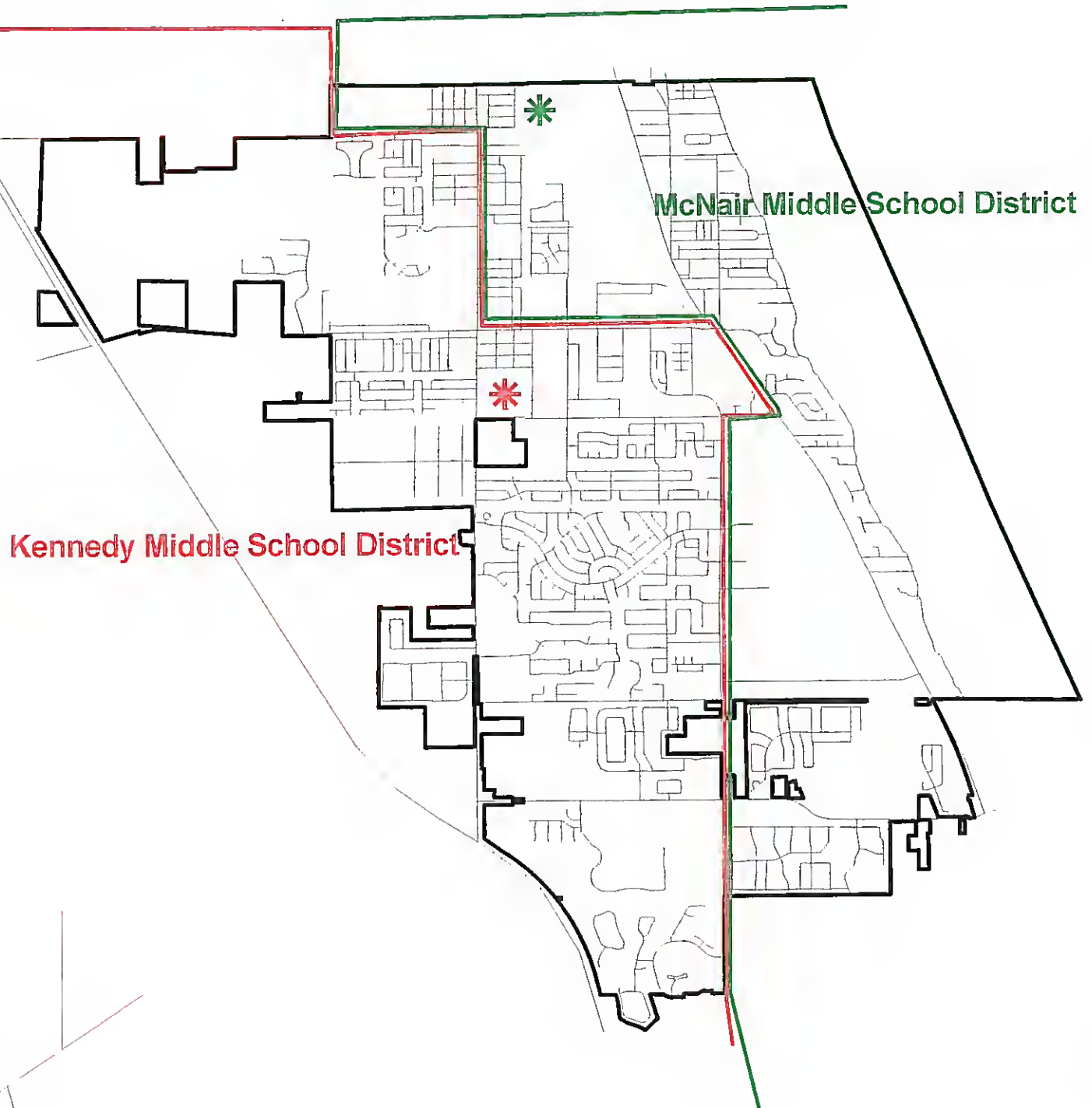
Middle School "DD"  
2011-12 / 2016-17

# Brevard County Elementary School Boundaries within the City of Rockledge Map





# Brevard County Middle School Boundaries within the City of Rockledge



Prepared by Rock.gis  
July 18, 2008

Sources: Brevard County Property Appraiser and School Board

00101

# Brevard County High School Boundaries within the City of Rockledge

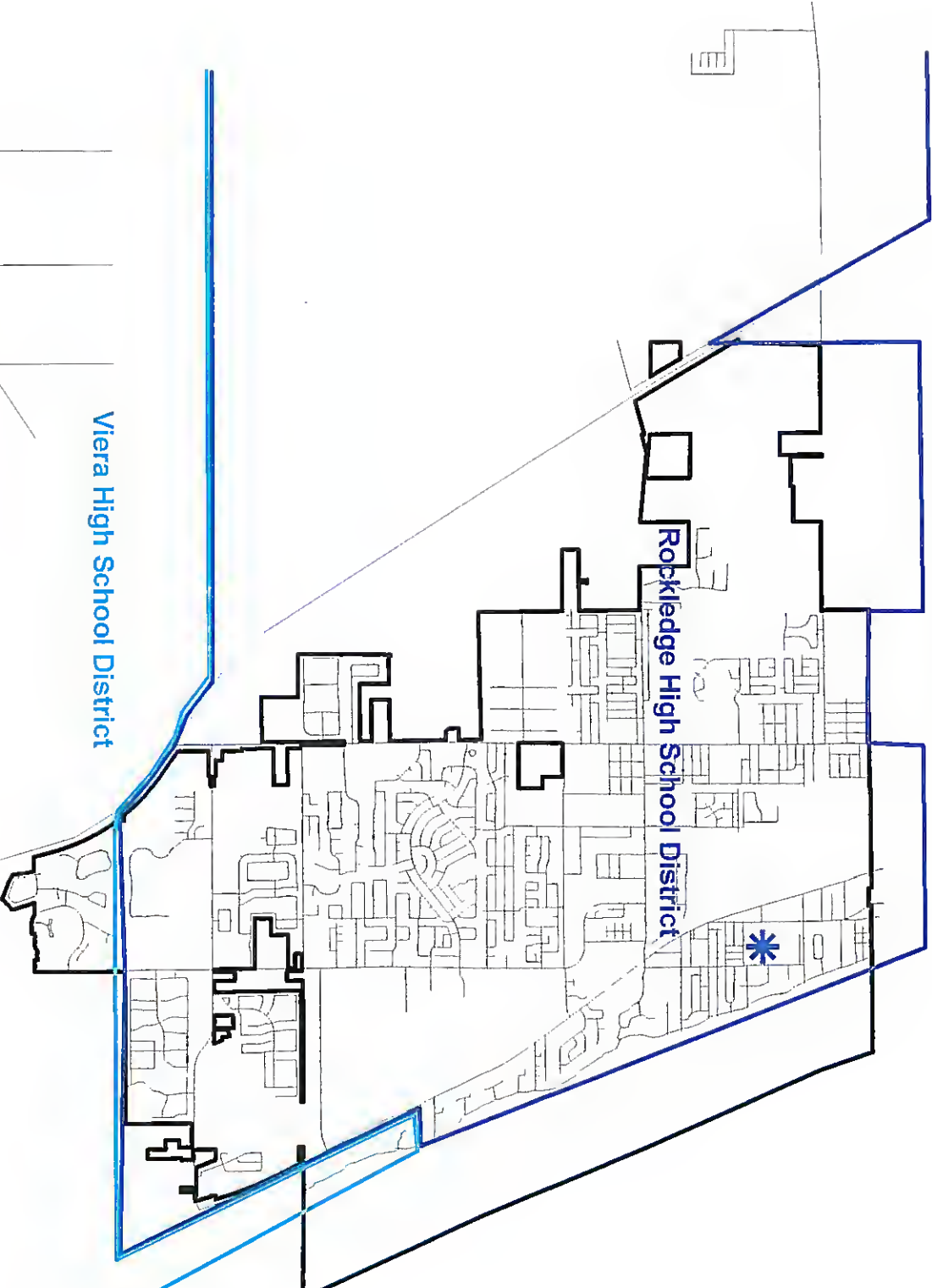


0010-

Cocoa High School District

Rockledge High School District

Viera High School District





#### Objective 1.6.

The Brevard County School Board shall meet educational facility and growth management related activities involving coordination and cooperation with the city per:

- (1) Provisions of F.S. chapters 235 and 163, and their associated rules, and
- (2) As provided in the guiding and implementation language in the local government comprehensive plan and land development regulations where said language has met the consent of the school board.
- (3) Level of service standards for facilities shall be those as adopted in the public facilities element of this plan.

*Policy 1.6.1.* The city shall coordinate and cooperate with the school board to facilitate the adequate and efficient provision of public schools.

- (A) *New school sites:* The city and school board will coordinate and cooperate to not seek new public schools in the following locations:
  - (a) Contiguous to major overhead high-voltage transmission lines;
  - (b) Contiguous to major gas transmission lines;
  - (c) Contiguous to water and wastewater treatment plants;
  - (d) Within one-half ( 1/2) mile of known landfills;
  - (e) Within the 100-year flood plain unless compensating storage is provided on site;
  - (f) Within five hundred (500) feet of high congestion or impact areas such as an expressway interchange, active railway crossing or heavy industry;
  - (g) Within one-half ( 1/2) mile of any "large quantity" hazardous waste generator;
  - (h) For any site prohibited for a public school in F.S. chapter 235, and F.A.C. § 6A-2;
  - (i) That where public water and sewer facilities are not available or accessible, these sites should be avoided;
  - (j) Wetlands within environmentally protected areas, e.g., wetlands, scrub habitat, etc.; and
  - (k) Nursery, farms where herbicides are routinely used.

#### Objective 1.7.

The City of Rockledge currently has no well fields or wellheads within its jurisdictional limits. The city will insure that any future well fields and wellheads developed within the city will be located in areas where they will have the least impact. The city will provide 150-foot buffer areas around any future wellheads.

#### Objective 1.8.

Intensity of non-residential developments and density limits for residential developments for the City of Rockledge shall be in accordance with the Exhibit titled "Floor Area Ratio Intensity/Density Limits, City of Rockledge." Those mixed developments allowed to have residential and non-residential uses the respective densities and F.A.R. may be calculated separately as percentage of the development requirement then considered as a sum of the percentage, which shall equal one hundred (100) percent.

FLOOR AREA RATIO  
INTENSITY/DENSITY LIMITS